

**COUNTY OF TULARE
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Avertest, LLC D/B/A Averthealth**, a Virginia corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. The Public Safety Realignment Act (Assembly Bill 109), signed into law on April 04, 2011, transferred responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to the counties.

B. In an effort to address the provisions of Assembly Bill 109, and the influx of 1) Low-Level State Prison Post-Release (PRCS); 2) Low-Level Non-Violent, Non-Serious, and Non-Registerable Sex Offenders (N3's); 3) Existing violators of Parole who will not be returned to State Prison; 4) Any offenders who are placed on Felony Probation, COUNTY needs to enter into contracts and linkages with community-based services for placement, treatment, counseling, employment, education, and training.

C. CONTRACTOR operates in various locations in Visalia, CA, with a major goal to provide quality case management, treatment, training, and supervision services; programs provided by CONTRACTOR include: substance abuse treatment, residential treatment, transitional living, and intensive outpatient services, and are designed to reduce the likelihood of return to crime, or recidivism and to incorporate evidence-based curriculum in areas including health, life skills, parenting recreation, and socialization.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES: See attached **Exhibit A**.

3. PAYMENT FOR SERVICES: See attached **Exhibit B**. The maximum amount payable under this Agreement shall not exceed \$100,000.

4. INSURANCE: Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.

5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

6. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

**COUNTY OF TULARE
SERVICES AGREEMENT**

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
<input checked="" type="checkbox"/>	Exhibit E	HIPAA Requirements: See Attached.
<input checked="" type="checkbox"/>	Exhibit F	Reporting Standards: See Attached.
<input checked="" type="checkbox"/>	Exhibit G	Monitoring and Audit: See Attached.

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Tulare County Probation Department
Marichu Baker, Fiscal Manager
221 S. Mooney Blvd., Rm. 206
Visalia, CA 93291
Phone No.: (559) 713-2750
Fax No.: (559) 730-2557
MABaker@co.tulare.ca.us

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Avertest, LLC D/B/A Averhealth
Jason Herzog, Chief Executive Officer
1700 W. Bayberry Court, Suite 105
Richmond, VA 23226
Phone No.: (804) 767-8693
jherzog@averhealth.com

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**COUNTY OF TULARE
SERVICES AGREEMENT**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

AVERTEST, LLC D/B/A AVERHEALTH

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

Approved as to Form
County Counsel

By _____

Deputy

Matter # _____

**COUNTY OF TULARE
SERVICES AGREEMENT**

EXHIBIT A

SCOPE OF SERVICES

1. **Information Management System (IMS):** Provider will provide Probation with access to a secure, web-based HIPAA-compliant IMS, that at a minimum, allows Probation to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each donor;
 - c. Order unscheduled tests for an individual donor;
 - d. Enter excused test periods for an individual donor;
 - e. Inactivate or activate donors;
 - f. Track and review donor test history;
 - g. Enter specific donor co-pay amounts;
 - h. Designate vouchers for specific donors; and
 - i. Track applicable donor payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each donor;
 - b. Provides a consolidated summary of all activity related to each donor;
 - c. Illustrates if a donor is scheduled to test;
 - d. Shows if a donor has called the donor notification system or not; and
 - e. Provides a summary of recent positives, no shows, and other non-negative test results.
2. **Automated Random Selection Calendar:** Provider will provide, support, and maintain a secure automated random selection testing calendar that is configurable to Court specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual donors via the IMS.
 3. **Client Notification:** Provider will provide, support, and maintain a donor notification system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date, and phone number of when donors call;
 - c. At a minimum, provide English and Spanish language options;
 - d. Calculate a call-in compliance score for each donor;
 - e. Report if a donor fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. When the functionality is available, allow donors to select a text message option over a call-in option.

**COUNTY OF TULARE
SERVICES AGREEMENT**

4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by Probation.
5. **Laboratory Testing:** The Provider shall:
 - a. Operate a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
 - b. Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted);
 - c. All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
 - d. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.);
 - e. Conduct confirmation via GC/MS or LC-MS/MS as requested by Probation;
 - f. Retain negative specimens for five (5) business days;
 - g. Store non-negative samples in secure, frozen store for thirty (30) days;
 - h. Test assays at the cut-off levels listed in Table 1 below; and

Assay	Specimen	Screen Cut-off	Confirmation Cut-off
Amphetamines	Urine	1000 ng/mL	123 ng/mL
MDA	Urine	N/A	49 ng/mL
MDEA	Urine	N/A	48 ng/mL
MDMA	Urine	N/A	48 ng/mL
Methamphetamine	Urine	N/A	118 ng/mL
Phentermine	Urine	N/A	48 ng/mL
Cannabinoids	Urine	20 ng/mL	5 ng/mL
Cocaine	Urine	300 ng/mL	25 ng/mL
Opiates	Urine	300 ng/mL	N/A
Heroin (6-MAM)	Urine	N/A	5 ng/mL
Codeine	Urine	N/A	49 ng/mL
Hydrocodone	Urine	N/A	50 ng/mL
Hydromorphone	Urine	N/A	48 mg/mL
Morphine	Urine	N/A	50 ng/mL
Oxycodone	Urine	N/A	50 ng/mL
Oxymorphone	Urine	N/A	49 ng/mL
PCP	Urine	25 ng/mL	12 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
Butabarbital	Urine	N/A	50 ng/mL
Phenobarbital	Urine	N/A	50 ng/mL
Butalbital	Urine	N/A	50 ng/mL
Pentobarbital	Urine	N/A	50 ng/mL
Secobarbital	Urine	N/A	50 ng/mL

**COUNTY OF TULARE
SERVICES AGREEMENT**

Benzodiaz- epines	Urine	200 ng/mL	N/A
Alprazolam	Urine	N/A	47 ng/mL
Clonazepam	Urine	N/A	48 ng/mL
Diazepam	Urine	N/A	47 ng/mL
Flunitrazepam	Urine	N/A	48 ng/mL
Flurazepam	Urine	N/A	48 ng/mL
Hydroxyalprazolam	Urine	N/A	48 ng/mL
Lorazepam	Urine	N/A	48 ng/mL
Midazolam	Urine	N/A	47 ng/mL
Nordiazepam	Urine	N/A	48 ng/mL
Oxazepam	Urine	N/A	49 ng/mL
Temazepam	Urine	N/A	47 ng/mL
Meperi- dine	Urine	200 ng/mL	N/A
Meperidine	Urine	N/A	50 ng/mL
Sufentanil	Urine	N/A	1 ng/mL
Normeper- idine	Urine	N/A	50 ng/mL
Naloxone	Urine	N/A	52 ng/mL
Naltrex- one	Urine	N/A	49 ng/mL
Metha- done	Urine	300 ng/mL	23 ng/mL
EDDP	Urine	N/A	25 ng/mL
Metham- pheta- mines	Urine	500 ng/mL	118 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
Propoxy- phene	Urine	300 ng/mL	24 ng/mL
Norpropoxyphene	Urine	N/A	24 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine	N/A	100 ng/mL
Buprenor- phine	Urine	5 ng/mL	24 ng/mL
Norbuprenorphine	Urine	N/A	47 ng/mL
SOMA	Urine	100 ng/mL	N/A
Carisoprodol	Urine	N/A	84 ng/mL
Meprobamate	Urine	N/A	51 ng/mL
Fentanyl	Urine	2 ng/mL	0.5 ng/mL
Norfentanyl	Urine	N/A	2 ng/mL
Gabapen- tin	Urine	N/A	219 ng/mL
Ketamine	Urine	100 ng/mL	49 ng/mL
Kratom	Urine	N/A	N/A
Mitragynin	Urine	N/A	2 ng/mL
7 Hydroxymitragyn- ine	Urine	N/A	10 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Ampheta- mines	Hair	500 pg/mg	500 pg/mg

**COUNTY OF TULARE
SERVICES AGREEMENT**

<i>Metham- pheta- mines & Ecstasy</i>				
Cocaine	Hair	500 pg/mg		500 pg/mg
Opiates Codeine, Morphine, 6-MAM, Oxyco- done, Hy- droco- done, Hy- dromor- phone	Hair	200 pg/mg		200 pg/mg
PCP	Hair	300pg/mg		300pg/mg
Canna- binoids	Hair	1pg/mg		0.1pg/mg
Ampheta- mines	Oral Fluid	50 ng/mL		20 ng/mL
Methamphetamine	Oral Fluid	N/A		20 ng/mL
MDA	Oral Fluid	N/A		20 ng/mL
MDMA	Oral Fluid	N/A		20 ng/mL
Benzodiaz- epines	Oral Fluid	20 ng/mL		N/A
Alprazolam	Oral Fluid	N/A		1 ng/mL
Diazepam	Oral Fluid	N/A		1 ng/mL
Nordiazepam	Oral Fluid	N/A		2 ng/mL
Lorazepam	Oral Fluid	N/A		1 ng/mL
Oxacepam	Oral Fluid	N/A		1 ng/mL
Temazepam	Oral Fluid	N/A		1 ng/mL
Clonazepam	Oral Fluid	N/A		1 ng/mL
Buprenor- phine	Oral Fluid	5 ng/mL		1 ng/mL
Cocaine	Oral Fluid	20 ng/mL, 30 ng/mL DDS		2 ng/mL
Benzoylcegonine	Oral Fluid	N/A		2 ng/mL
Canna- binoids	Oral Fluid	4 ng/mL, 25 ng/mL DDS		2 ng/mL
Opiates	Oral Fluid	40 ng/mL		N/A
Codeine	Oral Fluid	N/A		1 ng/mL
Morphine	Oral Fluid	N/A		1 ng/mL
Hydrocodone	Oral Fluid	N/A		1 ng/mL
Norhydrocodone	Oral Fluid	N/A		1 ng/mL
Hydromorphone	Oral Fluid	N/A		1 ng/mL
Oxycodone	Oral Fluid	N/A		1 ng/mL
Oxymorphone	Oral Fluid	N/A		1 ng/mL
Norcodeine	Oral Fluid	N/A		1 ng/mL
Noroxycodone	Oral Fluid	N/A		1 ng/mL
Dihydrocodeine	Oral Fluid	N/A		1 ng/mL
Metha- done	Oral Fluid	50 ng/mL		5 ng/mL

**COUNTY OF TULARE
SERVICES AGREEMENT**

Metham- pheta- mines	Oral Fluid	50 ng/mL	20 ng/mL
PCP	Oral Fluid	10 ng/mL	1 ng/mL
Breath Al- cohol Test	Breath	0.00	0.00

*pg/mg = picogram per milligram of hair
ng/mL = nanogram per milliliter of urine*

- i. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, and oxidants when needed.
6. **Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
7. **Results Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - a. Report test results for urine and oral fluid on the next business day. Test results for hair and blood specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;
 - d. Assist with results interpretation; and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as-needed basis.
8. **Information Reporting:** The IMS shall provide Probation with program analytics that aid Probation in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Donor test history;
 - d. An overview of all testing activities; and
 - e. Detailed views of the historic and future testing calendars, among others.
9. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.
10. **Expert Testimony:** Provider shall provide legal affidavits and/or expert testimony upon request. Probation will work with Provider to provide as much advance notice as possible for expert testimony needs.
11. **Newsletter:** Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.

**COUNTY OF TULARE
SERVICES AGREEMENT**

12. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Court staff with respect to the alcohol and drug testing process. Provider will work with Probation to mutually schedule the training and orientation sessions.
13. **Monthly Account Summary:** Provider will report testing fees and patient co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month. Additional invoice analysis or reporting requirements may incur additional fees.

**COUNTY OF TULARE
SERVICES AGREEMENT**

EXHIBIT B

PAYMENT FOR SERVICES

Service	Price per Unit of Service
Standard Panel comprised of any of four (4) of the following Standard Drugs OR one (1) Specialty Drug: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$12.50 / panel* *The above pricing is based on an estimated volume of 140 samples per month. If the actual number of samples is less, the above pricing may be increased. *The above pricing applies to the initial year of service. Each subsequent year of service will see a price increase of 3%.
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$ 0.50 / test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, ETG, Fentanyl, Gabapentin, Heroin, Ketamine, LSD, Meperidine, Tramadol, or Zolpidem	\$2.50 / test
Synthetic Cannabinoids Urine Analysis	\$25.00 / test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$35.00 / test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$19.50 / panel
Oral Fluid Add-ons (buprenorphine, methadone, oxycodone, and tramadol)	\$1.00 / panel
BAC Only	\$3.00 / test
Hair Test	\$145.00 / panel
Transdermal	\$65.00 / panel
Standard Confirmation Test	\$19.95 / test
Expert Witness Testimony	\$750.00 / 2-day session
Litigation Packet	\$150.00 / packet
Case Management System	Included, No Charge
Random Selection	Included, No Charge
Client Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in Court Staffing Sessions (if Option is selected)	Included, No Charge
Standard Monthly Invoice	Included, No Charge
Additional Invoice Analysis/Customization	TBD

**COUNTY OF TULARE
SERVICES AGREEMENT**

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees, and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

**COUNTY OF TULARE
SERVICES AGREEMENT**

- d. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
- D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
- E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name _____ Date: _____

Contractor Name _____

Signature _____

**COUNTY OF TULARE
SERVICES AGREEMENT**

EXHIBIT E

HIPAA REQUIREMENT

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. *Business Associate*. "Business Associate" shall mean CONTRACTOR.
 2. *Covered Entity*. "Covered Entity" shall mean COUNTY.
 3. *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 4. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 5. *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 6. *Required by Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
 7. *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
 2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
 4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

**COUNTY OF TULARE
SERVICES AGREEMENT**

5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an individual in order to meet the requirements under 45 CFR 164.524.
6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY.
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR's and/or COUNTY's compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
9. CONTRACTOR shall provide to COUNTY or an Individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528.
10. At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all Protected Health Information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

**COUNTY OF TULARE
SERVICES AGREEMENT**

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required by Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and use or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B).
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1).

E. Obligations of COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information.
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in ac-

**COUNTY OF TULARE
SERVICES AGREEMENT**

cordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information.

F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY.

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.
5. COUNTY may terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this Agreement.

**COUNTY OF TULARE
SERVICES AGREEMENT**

EXHIBIT F

REPORTING STANDARDS

- A. CONTRACTOR will enter information as outlined below, into the case management system as identified by the Tulare County Probation Department no later than two (2) business days after the event occurs for all clients served. Until a system is identified, the CONTRACTOR will notify the COUNTY monthly via email.
- a. CONTRACTOR will enter into the system the type, date, location, and duration of service provided to each client
 - b. CONTRACTOR will enter into the system the admission date of each client
 - c. CONTRACTOR will enter into the system the discharge date and reason for the discharge of each client
 - d. CONTRACTOR will correct any identified errors in the system
 - e. CONTRACTOR will enter into the system any other additional data or information that may be identified by the department

Tulare County Probation Department
11200 Ave. 368, Room 102
Visalia, CA 93291
ATTN: Amy Story, Staff Services Analyst
astory@co.tulare.ca.us

**COUNTY OF TULARE
SERVICES AGREEMENT**

EXHIBIT G

MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess, and evaluate the CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include but is not limited to, audits, inspections of project premises, and interviews of project staff and participants. This fiscal audit shall be:

- Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed no later than nine (9) months after the end of the subcontractor's fiscal year. The audit report is due to the Alcohol and Drug Division no later than thirty (30) days after the completion of the audit.
 - Performed in accordance with Government Auditing Standards – shall be performed by the County or an independent audit and be organization-wide.
 - All inclusive – includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions. Services which may be reviewed include, but are not limited to:
 - Laboratory Testing
 - Information Management System
 - Automated Random Selection Calendar
 - Client Notifications
 - Supplies and Transportation
1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount, amount resolved, variances, whether an audit was relied upon or the CONTRACTOR performed an independent expense verification review of the CONTRACTOR in making the determination, whether audit findings were issued, and if applicable, date of management letter.
 2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
 3. Audits may be conducted by the County, an independent, third party, including either a private professional, or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

**COUNTY OF TULARE
SERVICES AGREEMENT**

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of five (5) years and shall be made available and subject to inspection. CONTRACTOR shall not destroy any records without written consent provided by COUNTY.