



Contract Number

SAP Number

Purchasing Department

Department Contract Representative	Lisa Zhu
Telephone Number	(909) 387 7856

Contractor	Phamatech Inc.
Contractor Representative	Dana Conde
Telephone Number	(858) 643-5555
Contract Term	October 1, 2024 – September 30, 2029

Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to provide drug and alcohol testing services; and

WHEREAS, the County conducted a competitive process RFP # AGENCY24-PURC-5245 to find Phamatech, Inc. (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide drug and alcohol testing services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Americans with Disabilities Act (ADA): these standards state that all electronic and information technology must be accessible to people with disabilities.

A.2 Board: The San Bernardino County Board of Supervisors.

- A.3** Clinical Laboratory Improvement Amendments of 1988 (CLIA): Establishes quality standards for laboratory testing to ensure the accuracy, reliability and timeliness of patient test results regardless of where the test is performed.
- A.4** College of American Pathologists (CAP): Provides an internationally recognized laboratory accreditation program, including forensic urine drug testing.
- A.5** Contract: The Contract between the County and the Contractor resulting from the award issued pursuant to this RFP to the successful Proposer.
- A.6** Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
- A.7** Center for Employee Health and Wellness (CEHW): County department responsible for preplacement drug testing.
- A.8** Enzyme-Linked Immunosorbent Assay (ELISA): A common method for screening oral fluid (saliva) for legal or illicit drugs.
- A.9** Enzyme Multiplied Immunoassay Technique (EMIT): A common method for screening urine and blood for legal or illicit drugs.
- A.10** Gas Chromatography/Mass Spectroscopy (GC/MS): A method that combines the features of gas-liquid chromatography and mass spectrometry to identify different substances within a test sample.
- A.11** Medical Review Officer (MRO): A medical doctor licensed and qualified to substantiate drug and alcohol test results.
- A.12** National Institute of Drug Abuse (NIDA): A leading source of science-based knowledge on preventing and treating drug addiction.
- A.13** Presumptive Testing: On-demand testing; collected, processed and reported, immediately at time of collection.
- A.14** Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.
- A.15** Purchasing Agent: The Director of the County Purchasing Department.
- A.16** Reasonable Suspicion: A belief based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, and/or body odors of the employee and reasonable inferences drawn from those facts related specifically to job performance, a threat to themselves or the safety of others.
- A.17** Screen Testing: Laboratory testing; collected and sent to a laboratory for processing and reporting.
- A.18** Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- A.19** Substance Abuse Mental Health Services Administration (SAMHSA): A U.S. Federal Agency that works to improve the quality and availability of substance abuse prevention, alcohol and drug addiction treatment, and mental health services.

B. CONTRACTOR RESPONSIBILITIES

Contractor shall perform standard drug and alcohol screen tests for County departments, upon request from the individual department. Contractor shall perform drug and alcohol screen tests for the following: walk-in referrals from the County to Contractor's sites; samples collected by the County and picked up by Contractor from the County site; and samples delivered by the County to Contractor's laboratory. At a minimum, the following drug and alcohol categories shall be available upon request for a drug and/or alcohol screening:

1. Alcohol
2. Amphetamines
3. Barbiturates
4. Benzodiazepines
5. Buprenorphine
6. Cocaine/cocaine metabolite (Benzoylecgonine)
7. Fentanyl/fentanyl metabolite (nor fentanyl)
8. Heroin
9. Kratom
10. Marijuana /psychoactive THC
11. Marijuana/THC metabolites
12. Methadone
13. Methamphetamines
14. Methaqualone
15. Methylenedioxy-methamphetamine
16. Opiates
17. Oxycodone
18. Phencyclidine (PCP)
19. Propoxyphene

- B.1** Contractor shall perform all tests at a laboratory licensed by their respective state, which allows them to do testing and report results.
- B.2** Contractor shall provide chain of custody on all drug screens.
- B.3** Contractor shall provide a detailed chain of custody procedure, including shipping and tracking information from the collection site to the vendor's laboratory, along with the submittal.
- B.4** The drug testing method shall be enzyme immune-assay EMIT, ELISA or equivalent methodology. Confirmatory testing shall be available for all initial "positive" drug screens using GC/MS or equivalent methodology.
- B.5** Contractor shall provide both single and multiple drug combination testing, including alcohol and designer drugs (i.e. synthetic cathinones), kratom, and fentanyl.
- B.6** Contractor shall screen for synthetic cannabinoids and other designer stimulants and substances.
- B.7** Contractor shall provide saliva alcohol and breath alcohol screening devices and oral fluid screening devices for quick, instant results on-site.
- B.8** Contractor shall pick up all samples within 24 hours of collection and ship via overnight shipping. Contractor shall pick up samples on a daily basis from collection sites.
- B.9** Contractor shall be responsible for diagnosing all test samples submitted by the County in accordance with applicable local, State and Federal requirements. Contractor shall provide test results within 72 hours of sample pick-up by Contractor, or within 48 hours of sample delivery to vendor laboratory. Higher level confirmatory testing may take longer than 48 hours. Tests that

reference a "positive" result (HR requirement: Contractor shall provide a review of all positive results by a certified Medical Review Officer (MRO), who is accredited through the American Association of Medical Review Officers (AAMRO).) should indicate formal results will follow.

- B.10** Rush requests shall be processed within 24 hours and shall be on an as-needed basis only.
- B.11** Contractor shall maintain an on-line password-protected secure website for monitoring, coordinating and scheduling drug testing, retrieving current and archived results and obtaining ad-hoc reports. Department may require results encrypted and sent via emails to the respective County submitter.
- B.12** Contractor shall provide unlimited password-protected internet access for all test results. Facsimile notification of test results is not acceptable. All test results shall be stored by the vendor for a period of at least ten (10) years and shall be made available to County for the entire duration of the records retention period, even after the term of the contract. After the ten (10) year period, if feasible, return or destroy all protected health information received from, or created by the contractor and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- B.13** Contractor shall be able to provide for the testing of adulterants in both presumptive tests and laboratory tests.
- B.14** Contractor shall, at the time of award, have County approved laboratory sites for specimen collection and testing at locations throughout the County to accommodate those departments that do not have their own collection sites.
 - 1) Collection sites shall be available for walk-in visits and be reachable by public transportation.
 - 2) Collection sites shall be ADA compliant.
 - 3) Collection sites shall be operational Monday through Friday between 8:00 a.m. to 5:00 p.m. Additional collection sites with extended hours and operational on weekends/holidays should be available to accommodate working parents and/or urgent requests.
 - 4) At the request of departments, additional collection sites, including outside the County and the State of California, may be added during the term of the agreement, at no additional charge. New collection sites will be established and operational within 30 days of such requests. Requests exceeding this timeframe will require bi-weekly status updates from the Contractor.
 - 5) Contractor shall be responsible for conducting and collecting all tests and procuring and/or subcontracting all test sites. If no test site is available, Contractor shall be able to travel to collect specimens within San Bernardino County, and locate a facility outside the County and the State of California, at no additional charge at the request of departments. All freight, transportation and postage costs shall be prepaid at Contractor's expense and shall be included in the pricing for testing services.
 - 6) Large service areas (i.e. West Valley and Central Valley) will need at least two collection sites.
 - 7) Departments may require the presence of same-sex observers of both sexes at all collection sites during regular business hours.
- B.15** Contractor shall provide all transportation and supplies; including sterile specimen collection containers/bottles with leak-proof caps, sterile cups for the collection of urine samples, specimen

baggies with absorbent material, preservatives, labels, temperature strips, preprinted laboratory testing services order forms, mailing containers, prepaid mailers, overnight shipping containers, etc., needed to complete the required tests. The cost of transportation and supplies shall be included in the unit costs.

- B.16** Contractor shall provide tamper-proof shipping container with security seals for specimens and pre-addressed chain of customer forms and specimen labels. Cost of transportation and supplies shall be included in the unit costs.
- B.17** All forms and supplies shall be delivered to collection sites in such a manner to ensure that the collection sites shall, at all times, have a minimum 14-day or 30-day supply, per department and collection site's needs. See Attachment D (Sites as Provided by Department) for potential collection sites.
- B.18** Contractor shall be able to provide presumptive testing devices and conduct laboratory screening and confirmation testing with tolerances or "cut-off" levels as prescribed by SAMHSA and/or by the County, at no additional cost. Attachment E (Drug Tolerance by Departments) lists the tolerance level by Department. Tolerance levels may vary, depending on the Department. Contractor shall provide a response detailing what standard products, drug configurations, and services are available at lower cut-off levels, and what impact various cut-off levels have on detection times by substance.
- B.19** Contractor shall supply test results which include specific drug "cut-off" levels, actual concentration level of each non-negative test within the sample, and an affidavit of such testing results for any subsequent courtroom proceedings.
- B.20** Contractor shall provide access to an electronic file (i.e. portable document format or pdf) of drug and alcohol testing results. Test results shall be easy to read and understand and shall include, but are not limited to, the following:
- 1) Account or subaccount number
 - 2) Sample collection date
 - 3) Sample received date
 - 4) Sample process date
 - 5) Donor full name
 - 6) Donor ID
 - 7) Submitter name
 - 8) Submitter phone number
 - 9) Collector name
 - 10) Test type/method
 - 11) Positive threshold (ng/mL)
 - 12) Drug description
 - 13) Actual concentration (ng/mL)
 - 14) Test result
- B.21** Contractor must guarantee the storage of all samples testing "positive" shall be stored for a minimum of 180 days for potential retesting. Upon written or verbal request by County, certain samples may require longer storage due to extended court action. The Contractor shall store samples requiring extended storage at no additional cost to the County.
- B.22** Contractor shall store "positive" samples in a locked freezer with a written evidence log that indicates date and time sample was stored, by whom it was stored; identification number of each sample; when, by whom, and why it was removed (i.e. for retesting, etc.); and at the end of its retention period, when and by whom it was destroyed.
- B.23** Contractor shall provide monthly and annual reports and provide department restricted access to monthly reports, available in an Excel spreadsheet or format that may be exported to Excel.

- 1) Report types shall include, but not be limited to:
 - a) Total supplies by product ID and account/location
 - b) Total lab screens by submitter and account/location
 - c) Total lab confirmations by submitter and account/location
 - d) Total lab tests by type, submitter and account/location
 - e) Total lab tests not completed by type and reason
 - f) Total billings by cost/volume of supplies, screens, confirmations, etc.
- 2) Report information shall include, but not be limited to the following:
 - a) Account or subaccount number
 - b) Test request date
 - c) Random or on-demand test
 - d) Sample collection date
 - e) Sample process date
 - f) Donor full name
 - g) Donor ID
 - h) Collector name
 - i) Test type/method
 - j) Test result

- B.24** Contractor shall provide additional reports upon request. County prefers that electronic access to this information shall be available in an Excel or database compatible format. Contractor shall provide unlimited password-protected access for all test results and reports.
- B.25** Contractor shall provide customer service, toll free number, web-based access and technical support to collection site during County business hours 8:00 a.m. to 5:00 p.m. PST.
- B.26** Contractor shall designate a full-time employee as a contract representative and shall designate an alternate. Designation shall be provided in writing to the County. Written notification needs to be provided within 72 hours to the County if there is a change in appointed representative.
- B.27** Contract representative and approved alternate shall be available by telephone 24-hours per day, Monday through Friday.
- B.28** Contract representative shall provide overall management and coordination of the contract on the vendor's behalf, shall act as the central point of contact with the County, and have access to technical assistance at all times.
- B.29** Contract representative or alternate must respond to County calls and e-mails within 48 hours for all standard (non-urgent) requests.
- B.30** Contractor shall have the ability to separate accounts by County department and have sub-accounts within the main account number per department.
- B.31** Contractor shall be able to invoice each department separately.
- B.32** Contractor shall provide written instruction and, on an annual basis or as requested by the County; provide onsite or telephonic training and technical assistance to each collection facility for collection and documentation procedures at no additional cost to the County.
- B.33** Upon special request by County, Contractor shall provide a technical representative witness and report for testimony at court trial to present information to the court relating to the respective Contractor's performance and test results of the services rendered as a result of the agreement.
- B.34** Technical representative must possess the technical background to support testimony and be able to effectively communicate the process and procedure utilized for confirmations. Contractor

shall describe how the witness will be available and able to effectively communicate the process and procedure utilized for confirmations.

- B.35** Contractor shall inform the County of new technology and methods of testing which become available during the term of the contract.
- B.36** Contractor shall provide consultation to the County regarding the source a particular drug (i.e. prescription, metabolism, etc.) and any other scientific issue regarding the use and abuse of drugs, at no additional cost.
- B.37** Contractor shall state any online resources Contractor can make available, such as a help line, webpage, etc., with information regarding drugs of abuse, current trends in drug abuse, and web-based training, at no additional cost.
- B.38** Contractor shall provide on-going training to County employees regarding signs of drug abuse, frequency of test, new techniques, and other similar trainings as requested by the County. Such training will be coordinated through the County liaison at no additional cost.
- B.39** Contractor shall have a system for transitioning the County from current vendor to Contractor should the County select a new vendor(s) for this service.
- B.40** **Contractor shall fulfill the requirements of the departments as listed below:**

1) Department of Behavioral Health Services

Department of Behavioral Health (DBH) is responsible for providing mental health, and substance use disorder treatment services to San Bernardino County residents who are experiencing major mental illness, Substance Use Disorders, and other addictions. DBH accomplishes this through a continuum of care of both County operated clinics and contracted service providers. Frequent laboratory testing is utilized to monitor the compliance of clients addicted to alcohol and/or drugs as a relapse prevention tool in treatment. Testing products utilized by DBH clinics, shall meet Clinical Laboratory Improvement Amendments (CLIA) quality standards for all laboratory testing to ensure accuracy, reliability, and timeliness of patient test results.

DBH is a designated agency to administer substance use disorder treatment services to many judicially/forensically ordered offenders in San Bernardino County. These offenders may include Comprehensive Drug Court Implementation (CDCI) offenders in addition to Assembly Bill 109/Post/Release Community Supervised probationers. Eligible offenders are required to undergo drug testing on a random basis. DBH currently uses on-site urinalysis drug testing devices for all clients currently enrolled in treatment services regardless of court or probation orders. Methods of drug and alcohol testing include a variety of CLIA approved devices as well as transdermal testing devices (CAM).

a. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Part 2, Title 42, Code of Federal Regulations; Welfare and Institutions Code Sections 5328 et. seq. and 14100.2; Section 11812 of the Health and Safety Code; Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements as well as sanctions related to non-compliance; Contractor shall have all employees sign acknowledgement of the Oath on

an annual basis. Contractor shall not use or disclose Protected Health Information (PHI) other than as permitted or required by law.

- b. **DBH Research Policy**
Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.
- c. **Department of Justice Clearance**
Contractor and its employees shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
- d. **System for Award Management**
Contractor shall review the organization and all its employees, subcontractors, agents, and physicians for eligibility against the United States General Services Administration's System for Award Management (SAM) and the OIG's List of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire of contract start date and then no less than once a month thereafter.
 - SAM can be accessed at <http://www.sam.gov/portal/public/SAM>
 - LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>
 - 1) If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents, and physicians for eligibility against the Department of Health Care Services Suspended and Ineligible Provider List to ensure that Ineligible Persons are not employed or retained to provide services related to the Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.
 - 2) Selected Contractors shall certify that no staff member, officer, director, partner, or principal, or sub-contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the DBH Attestation Regarding Ineligible/Excluded Persons (Attachment F) at time of the initial Contract execution and annually thereafter.
 - 3) Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
 - 4) Contractor shall have a policy regarding prohibition of employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.
 - 5) Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.
- e. **Trafficking Victims Protection Act of 2000**
In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to:

<http://www.samhsa.gov/grants/grants-management/policiesregulations/additional-directives>.

The TVPA strictly prohibits any Contractor or Contractor employee from:

- 1) Engaging in severe forms of trafficking in persons during the duration of the Contract;
- 2) Procuring a commercial sex act during the duration of the Contract; and
- 3) Using forced labor in the performance of the Contract.

Any violation of the TVPA may result in payment withholding and/or a unilateral termination of this Contract without penalty in accordance with 2 CFR Part 175. The TVPA applies to Contractor and Contractor's employees and/or agents.

f. DBH Grievance and Compliant Procedures

Contractor shall ensure that staff are knowledgeable on the County DBH Notice of Personal/Civil Rights (Attachment G) and ensure that any complaints by recipients are referred to the County in accordance with the procedures.

g. Notice of Unusual Occurrences or Incident/Injury Report

Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in DBH Notification of Unusual Occurrences or Incident/Injury Reports (Attachment H).

h. Privacy and Security

- 1) If applicable, Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI). The HIPAA Privacy and Security Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy and Security Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to IIHI, PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment B. Contractor shall not use or disclose PHI other than as permitted or required by law.
- 2) In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of personally identifiable information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of MediCal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
- 3) Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing reasonable and appropriate policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training

records for six(6) years; and limiting access to those persons who have a business need.

- 4) Contractor shall comply with the data security requirements set forth by the County as referenced in Attachment I.
- 5) Contractor shall comply with the applicable provisions of 42 C.F.R. Sections 455.100 through 455.106.

i. Drug-Free Workplace

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et. seq.), and the Pro-Children Act of 1994, and shall provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions as required by Government Code § 8355 (a).
- 2) Establish a drug-free awareness program as required by Government Code § 8355 (b) to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code § 8355 (c), that every employee engaged in performing of the Contract shall:
 - a) Be given a copy of Contractor's drug-free policy statement; and
 - b) As a condition of employment on the Contract, agree to abide by the terms of the statement.
- 4) Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
 - a) Contractor has made false certification; and/or
 - b) Contractor has violated the certification by failing to carry out the requirements as noted above.

j. Americans with Disabilities/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

k. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation

l. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process of the most recent State approved CCP for the County of San Bernardino and shall adhere to all cultural competency standards and requirements. In addition, contract agencies will maintain a copy of the current DBH CCP.

- 1) Cultural and Linguistic Competency

Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

 - a) To ensure equal access to quality care for diverse populations, Contractor shall adopt the federal Office of Minority Health Cultural and Linguistically Appropriate Service (CLAS) national standards.
 - b) Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance use disorder services.
 - c) Upon request provide DBH with culture-specific service options available to be provided by Contractor.
 - d) DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing mental health and substance use disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect high quality of care and is not cost-effective.
 - e) To assist the Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:
 - (1) Technical assistance to the Contractor regarding cultural competency
 - (2) Demographic information to the Contractor on service area for service(s) planning.
 - (3) Cultural competency training for DBH and Contractor personnel.
NOTE: Contractor staff is required to attend cultural competency trainings. Administrative staff shall complete a minimum of two (2) hours of cultural competency training, and direct service clinical staff shall complete a minimum of four (4) hours of cultural competency training each calendar year.
 - (4) Interpreter training for DBH and Contractor personnel, when available.
 - (5) Technical assistance for the Contractor in translating mental health and substance use disorder services information to DBH's threshold language (Spanish).
 - (6) Monitoring activities administered by DBH to demonstrate documented capacity to offer services in threshold language or contracted interpretation and translation.
 - (7) Contractor's written organizational procedures must be in place to determine multilingual and competency level(s).
 - (8) The Office of Cultural Competence and Ethnic Services (OCCES) may be contacted for technical assistance and training offerings
atcultural_competency@dbh.sbcounty.gov or by phone at (909) 386-8223

m. Charitable Choice Policy

Contractor shall comply with all Federal, State and County rules and regulations that are required for compliance under: Title 42 of the Code of Federal Regulations, Part 54 –

Charitable Choice Regulations and DBH's Standard Practice Manual Charitable Choice Policy.

- n. Sexual Harassment
Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.
- o. Pro-Children Act of 1994
Contractor will comply with the Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.
- p. ADA Plan
Contractor shall comply with all Federal, State and County rules and regulations that are required for compliance under:
 - 1. The Americans with Disabilities Act (ADA);
 - 2. Section 504 of the Rehabilitation Act of 1973;
 - 3. Title 45, Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Program or Activities Receiving Federal Financial Assistance;
 - 4. Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Financial Assistance; and,
 - 5. Unruh Civil Rights Act, California Civil Code Section 51 et seq., and all applicable laws related to services and access to services for persons with disabilities (PWD).

2) Human Resources

Contractor shall perform standard alcohol and drug testing services upon request for pre-employment screenings, reasonable suspicion cases, and random testing for employees as required by the Department of Transportation (DOT) or other programs. Administration of tests varies depending on the department and geographic distribution of employees.

- a. Contractor shall ensure that all collection sites selected by the County have an adequate number of oral fluid drug screening kits available for pre-employment and reasonable suspicion screenings.
- b. Contractor shall ensure that collection sites selected by the County are equipped with functional breath alcohol testing devices.
- c. Contractor shall ensure that all collection sites selected by the County have the correct chain of custody forms available for all screening services.
- d. Contractor shall instantly report to County all testing results as soon as they become available, whether negative, positive, or inconclusive.
- e. Contractor shall perform all tests at a certified laboratory licensed by their respective state which allows them to do the testing and report results.
- f. Contractor is required to provide chain of custody on all drug screens.
- g. Contractor shall provide a detailed chain of custody procedure, including shipping and tracking information from the collection site to the laboratory.
- h. All tests collected and processed for the Human Resources Department shall be in accordance with standards of United States Department of Health and Human Services (DHHS) and DOT.
- i. Contractor shall provide a review of all non-DOT positive results by a certified Medical Review Officer (MRO), who is accredited through the American

Association of Medical Review Officers (AAMRO). All DOT results should also be reviewed by an MRO.

- j. Contractor shall provide County with test result notifications via encrypted emails, to the respective County submitter, within 72 hours of the date of collection. Reports must be in alphabetical order by last name, date of birth, date of collection, the date the test is resulted and the actual test result.
 - 1). Higher level confirmatory testing may take longer than 72 hours.
 - 2). Tests that reference a “positive” result should indicate formal MRO results will follow.
 - 3). Rush requests shall be processed within 24 hours and shall be on an as needed basis only.
- k. Contractor shall provide unlimited password-protected electronic access to all County- referred users for all test results. All test results shall be stored by vendor for a minimum of ten (10) years and shall be made available to County for the entire duration of the records retention period, even after the term of the contract. After the ten (10) year period, if feasible, return or destroy all protected health information received from, or created by the vendor and retain no copies of such information, or if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- l. Contractor shall be able to provide for the testing of adulterants in both presumptive devices and laboratory tests.
- m. Contractor shall be able to invoice each department separately.
- n. Contractor shall act as the consortia/third-party administrator for the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol Clearinghouse.
- o. Additional collection sites, including outside the County and the State of California, may be added during the term of the agreement, at no additional charge.
- p. Large service areas (i.e. West Valley – Rancho Cucamonga/Ontario area and Central Valley – San Bernardino/Highland area) will need at least two (2) collection/administration sites.
- q. Contractor shall supply test results which include specific drug “cut-off” levels, actual concentration level of each non-negative test within the sample, and an affidavit of such testing results for any subsequent legal proceedings.
- r. Contractor shall provide monthly lists on the first working day of every month of DOT employees required to report for monthly random testing. The random testing lists should adhere to DOT testing rates for that year.
- s. Contractor shall provide quarterly lists on the first working day of each quarter of DOT employees required to report for quarterly random testing. The random testing lists should adhere to DOT testing rates for that year.

3) **Probation**

The Probation Department (Probation), as an integral part of its case management and surveillance responsibilities for criminal and youthful offenders, requires, pursuant to a court order, that probationers submit urine and/or comparably alternative drug and alcohol testing specimens on a random basis. Analysis of these specimens may reveal continued abuse of controlled substances and violations of court orders.

Probation requires the use of presumptive testing supplies and devices, as well as forensic laboratory testing and confirmation services, to identify the use of legal and illegal substances. These services assist Probation to determine whether clients are in compliance with court-ordered terms, to identify the prevalence of drug use among clients, to consider further treatment options, and to provide a monitoring tool for officers. Probation is interested in utilizing innovative substance abuse testing services that are portable, gender neutral, and that provide for strict adherence to internal and external chain of custody standards required by California Criminal Courts.

Substance abusers continue to experiment with different chemicals that require laboratories to conduct new detection procedures. County probationers have increasingly been found using a variety of substances such as synthetic cannabinoids, hallucinogenic plants, bath salts, and other emerging substances. Although not yet illegal in the United States, other countries have banned some of these substances referred to as “designer drugs.” As of September 2010, the U.S. Drug Enforcement Agency has identified some of these as “Drugs and Chemicals of Concern.” Contractor shall be able to adapt and test for emerging substances.

4) Children and Family Services Requirements

Children and Family Services (CFS) administers programs designed to address child abuse and neglect issues in San Bernardino County and reunify families. Recognizing that substance abuse can be one of the greatest challenges to successful reunification, CFS partners with the Department of Behavioral Health (DBH) through their Alcohol and Drug Services (ADS) to provide comprehensive case management used to assist families suffering from substance abuse. Drug testing is a method used to assist families in managing and overcoming these issues. Additionally, the Juvenile Dependency Court often orders parents to submit to a urine drug test after court hearings. CFS has provided drug testing services for over 15 years through contracted vendors.

- a. Contractor shall be responsible for conducting and collecting all tests, as well as, procuring and/or subcontracting all test sites. If necessary, Contractor shall travel for administration and collection of specimens within San Bernardino County, and locate a facility outside the County and the State of California, at no additional charge at the request of departments. All freight and postage costs shall be prepaid at vendors’ expense and shall be included in the pricing for testing services.
- b. All tests shall be administered by urine analysis unless another method is specifically requested by the County department.
- c. Contractor shall be able to provide the means to measure the temperature of urine during a presumptive cup test without additional cost.
- d. Contractor shall conduct “random” drug testing where donors are tested at least two (2) times per month at a testing site. Contractor shall include a toll free number for CFS clients to call for random drug testing. Protocol for random drug testing shall be approved by the County prior to implementation.
- e. Contractor shall conduct “on-demand” drug testing that will be used for one-time only testing as requested by CFS and/or the courts. Contractor shall develop procedures to meet “on-demand” and “random” court drug testing which includes notifying CFS of “no-shows.”

5) Quality Assurance Requirements

- a. The County will evaluate awarded vendor's performance to ensure compliance with all contract requirements.
- b. Contractor shall permit periodic, unannounced visits to Contractor's facilities by County personnel for purposes of inspecting laboratory conditions, sample preparation/analysis, sample storage, and record keeping practices related to all services provided.
- c. Contractor shall have an Emergency Contingency Plan in place to ensure that services will be provided in case of emergencies, including, but not limited to, website or server failure.
- d. Contractor shall develop procedures to ensure laboratory conditions will be maintained in such a manner that the identification and integrity of each sample submitted will be preserved to ensure the reliability of test results and to prevent any tampering with test results.
- e. Contractor shall routinely participate in a proficiency testing and quality assurance program and maintain accreditation with program such as CAP or similar accreditation program.
- f. If sample result reporting turnaround time exceeds 72 hours from point of delivery to laboratory, the County reserves the right to back-out charges for the sample analysis up to but not to exceed the contractually agreed upon rate for that particular sample's analysis. These charges will not be assessed when County employees are not available to receive results, and may be waived at the County's discretion.
- g. If a designated collection site is not equipped to perform the requested screening (e.g., insufficient or inoperative screening devices or no chain of custody forms) which results in a client/employee traveling to a second site for a screening, the County reserves the right to back-out charges equivalent to the cost for the additional travel from the first to second collection site.
- h. If DOT random drug screening lists are not delivered to County departments within three (3) working days of the required timeframes set forth in Section B.40 (2) r. and s. the County reserves the right to back-out 1% of the cost for the random screenings associated with the overdue DOT list.
- i. Contractor shall maintain confidentiality and effective safeguards around the production and delivery of drug and alcohol testing services to the County.
- j. Contractor shall maintain a written record for each sample submitted; including date received, sample identification numbers, and listing of any employees involved in the handling, sample preparation or sample analysis of each specimen, results of the screen-tests and confirming tests (in cases of positively screened samples). These records, in total, shall be kept separate, in a secure in a secure location in the laboratory, from other records maintained by vendor for clients other than from County.
- k. Contractor shall ensure all persons with access to its drug and alcohol testing systems, including computer systems, databases, records, files or specimens submitted for drug and alcohol testing services have signed a confidentiality agreement, as approved by the County.
- l. Contractor shall conduct a criminal record background check on all employees or prospective employees with access to County related information including: drug and alcohol testing systems, computer systems, databases, records, files or specimens submitted for drug and alcohol testing services, at no additional cost. The background information should include, but not be limited to: criminal history checks, photographs, live scan and/or fingerprinting.
- m. Personnel employed by Contractor having access to County related information including: drug and alcohol testing systems, computer systems, databases, records, files or specimens submitted for drug and alcohol testing services shall not be on probation or parole and shall not have a criminal conviction or arrest record.

- 1) The County reserves the right to approve an employee with a criminal conviction, arrest record, or on probation/parole at County discretion; Contractor shall provide full disclosure on such employee for review and approval by County prior to giving any access to County related information.
 - 2) Contractor shall be under a continuing obligation to disclose any prior or subsequent criminal arrest or conviction record information regarding any employee assigned to any resulting contract or having access to information pertaining to Contract administration.
- n. Personnel employed by Contractor who have access to County information shall be permanent employees only.
 - o. Contractor shall protect from unauthorized use or disclosure of names and other identifying information concerning persons receiving services, except for statistical information not identifying any participant consistent with both HIPAA and CFR 42 regulations. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under contract, except as may be otherwise required by law. This provision will remain in force even after contract termination.
 - p. Contractor shall ensure all staff, volunteers, and/or subcontractors performing services shall comply with the terms and conditions as set forth in the Human Services Privacy and Security Requirements prior to providing any services.
 - q. Contractor shall immediately notify the County of any suspected or actual breach of confidential information. These requirements specified at <http://hss.sbcounty.gov/privacy> are hereby incorporated by reference.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall

provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing

any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Director of Purchasing or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive

work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall,

within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor’s relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the

Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 RESERVED

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the

provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51 RESERVED.

D. TERM OF CONTRACT

This Contract is effective as of October 1, 2024 and expires September 30, 2029 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

- E.1** The County agrees that its officials and employees will cooperate with and assist representatives of the Contractor in every reasonable way to enable Contractor to secure all information required to perform the services herein provided for.
- E.2** This Contract shall be administered by the Purchasing Department.
- E.3** County shall compensate Contractor for services provided pursuant to this Contract as detailed in Fiscal Provisions.
- E.4** County does not make any guarantees to the quantity or annual expenditure of drug and alcohol tests to be run, any quantities or amounts listed are estimates only, based on historical data.

F. FISCAL PROVISIONS

- F.1** This is a fee-for-service contract between County and the Contractor. The Contractor agrees to supply all goods and services to perform drug and alcohol testing services. The Contractor will provide all services detailed above based upon the Fee for Service Schedule attached hereto as (Attachment A) incorporated fully herein. Contractor agrees to accept the specified compensation as set forth in the fee schedule as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the fee specified herein unless authorized by amendment.
- F.2** The maximum amount of reimbursement/payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

- F.8** Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Each invoice will have a number and will include the following information:
- 1) Contractor's name and address
 - 2) Contractor's remittance address
 - 3) Contractor's Federal I.D. number
 - 4) Total number of devices, by category
 - 5) Total invoice amount
- F.9** Payment for invoices will be in accordance with the provisions of this contract. Each County department will be responsible for verification and approval of invoices.
- F.10** The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Each County Department designee is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.
- F.11** Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.
- F.12** Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any

of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the

umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **RESERVED**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

- 1) County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted, according to this agreement and per 42 C.F.R. § 2.53 Audit and Evaluation.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

County reserves the right to place the Contractor on probationary status, as referenced in the Probationary Status Article, should the Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates,

failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, timely and accurate data entry, meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.

2) Availability of Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Contractor shall ensure and oversee the existence of reasonable internal control over fiscal records and financial reporting.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with

Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractor shall permit DBH and the State access and inspection of electronic or print books and records, access to physical facilities, and access and ability to interview employees. Failure to permit access for inspection and/or ability to interview is a breach of this Contract and sufficient basis to terminate for cause or default.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

Contractor shall maintain client and community service records in compliance with all regulations set forth by local, State, and Federal requirements, laws and regulations, and provide access to clinical records by DBH staff.

Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, final settlement, or until audit findings are resolved, whichever is later.

In the event the Contract is terminated, ends its designated term or the Contractor ceases operation of its business, Contractor shall deliver or make available to DBH all financial records that may have been accumulated by Contractor or Subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

3) Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Purchasing Department
Attention: Lisa Zhu
777 East Rialto Ave
San Bernardino CA 92415*

*Phamatech Inc.,
Attention: Dana Conde
15175 Innovation Drive
San Diego, CA 92128*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

B
y _____
Deputy

PHAMATECH, INC.

(Print or type name of corporation, company, contractor, etc.)

B
y ► _____
(Authorized signature - sign in blue ink)

Name Dana Conde
(Print or type name of person signing contract)

Title Contract Manager
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Adam Ebright, County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►
Pete Mendoza, Purchasing Director
Date _____

ATTACHMENT A – Fee for Service Schedule

ITEM	DESCRIPTION	UCM	UNIT COST
1	5-panel urine dip (Presumptive): COC/MAMP/MDMA/OPI/THC	EA	\$0.50
2	7-panel urine dip (Presumptive): BZO/COC/MAMPMDMA/OPI/OXYTHC	EA	\$0.70
3	12-panel urine dip (Presumptive): AMP/BARBS/BUP/BZO/COC/MAMP/Methadone/OPI/OXY/PCP/THC	EA	\$1.30
4	5-panel urine cup (Presumptive): COC/MAMP/MDMA/OPI/THC	EA	\$1.00
5	6-panel urine cup (Presumptive): COC/MAMP/MDMA/OPI/OXY/THC	EA	\$1.60
6	7-panel urine cup (Presumptive): BZO/COC/MAMPMDMA/OPI/OXYTHC	EA	\$1.70
7	8-panel urine cup (Presumptive): AMP/BZO/COC/MAMP/MDMA/OPI/THC	EA	\$1.80
8	9-panel urine cup (Presumptive): AMP/BZOCOC/MAMP/MDMA/Methadone/OPI/THC	EA	\$2.00
9	10-panel urine cup (Presumptive): AMP/BARBS/BZO/COC/MAMP/MDMA/Methadone/OPI/OXY/PCP/THC	EA	\$2.30
10	11-panel urine cup (Presumptive): AMP/BARBS/BZO/COC/MAMP/MDMA/Methadone/OPI/OXY/PCP/THC	EA	\$2.60
11	12-panel urine cup (Presumptive): AMP/BARBS/BUP/BZO/COC/MAMP/Methadone/OPI/OXY/PCP/THC	EA	\$3.80
12	8-panel oral (Presumptive): AMP/BZO/MAMP/MDMA/OPI/OXY/THC	EA	\$4.00
13	5-panel urine (Screen): COC/MAMP/MDMA/OPI/THC	EA	\$5.00
14	8-panel urine (Screen): AMP/BZO/COC/MAMP/MDMA/OPI/OXY/THC	EA	\$6.00
15	10-panel urine (Screen): AMP/BARBS//BZO/COC/MAMP/MDMA//Methadone/OPI/OXY /THC	EA	\$8.00
16	8-panel oral (Screen): AMP/BZO/COC/MAMP/MDMA/OPI/OXY/THC	EA	\$12.00
17	Drug of Abuse Screen without alcohol and THC	EA	\$4.00
18	Drug of Abuse Screen without alcohol with THC	EA	\$4.50
19	Cannabinoids (THC)	EA	\$1.00
20	Opiates, Qua/, Urine	EA	\$1.00

21	<i>Amphet Conf by GC</i>	<i>EA</i>	\$9.00
22	<i>Amphetamine Confir</i>	<i>EA</i>	\$9.00
23	<i>Barbiturates, GCMS</i>	<i>EA</i>	\$9.00
24	<i>Cannabinoids, QUA</i>	<i>EA</i>	\$1.00
25	<i>PCP Confirmation</i>	<i>EA</i>	\$9.00
26	<i>THC Confirmation</i>	<i>EA</i>	\$9.00
27	<i>Alcohol, Qual, Urine</i>	<i>EA</i>	\$0.50
28	<i>Propoxyphene, GCMS</i>	<i>EA</i>	\$9.00
29	<i>Cocaine, GCMS, Qual</i>	<i>EA</i>	\$9.00
30	<i>Phencyclidine, GCMS</i>	<i>EA</i>	\$9.00
31	<i>Benzodiazepines, GC</i>	<i>EA</i>	\$9.00
32	<i>Expanded Immunoassay Screen, Blood</i>	<i>EA</i>	\$20.00
33	<i>Expanded Immunoassay Screen, Urine</i>	<i>EA</i>	\$10.00
34	<i>Opiates Confirmation</i>	<i>EA</i>	\$9.00
35	<i>Cannabinoids Confirmation</i>	<i>EA</i>	\$9.00
36	<i>Methamphetamine Confirmation</i>	<i>EA</i>	\$9.00
37	<i>PCP Confirmation</i>	<i>EA</i>	\$9.00
38	<i>Benzodiazepines Confirmation</i>	<i>EA</i>	\$9.00
39	<i>Cocaine Confirmation</i>	<i>EA</i>	\$9.00
40	<i>Most other drugs by LC/MS/MS</i>	<i>EA</i>	\$15.00
41	<i>Standard Litigation Package</i>	<i>EA</i>	\$50.00
42	<i>Sample Split Fee</i>	<i>EA</i>	\$5.00
43	<i>Court Testimony, Portal-to-Portal</i>	<i>EA</i>	\$100.00
44	<i>6/8-panel laboratory oral (Screen)</i>	<i>EA</i>	\$12.00

45	<i>Ethyl Glucuronide (EtG), oral (Screen)</i>	EA	\$5.00
46	<i>1-panel, urine dip (Presumptive)</i>	EA	\$0.30
47	<i>Alcohol, oral (Presumptive)</i>	EA	\$1.00
48	<i>Adulteration panel, urine (Presumptive)</i>	EA	\$0.50
49	<i>GC/MS Confirmation (per analyte)</i>	EA	\$9.00
50	<i>THC/Creatine Confirmation</i>	EA	\$9.00
51	<i>Synthetic Confirmation</i>	EA	\$15.00
52	<i>Synthetic cannabinoids (K2/spice/etc) (Screen)</i>	EA	\$15.00
53	<i>Mephedrone/MDPV (Bath Salts) (Screen)</i>	EA	\$15.00
54	<i>K2/Spice & Bath Salts combined (Screen)</i>	EA	\$25.00
55	<i>Salvinorin A and B (Salvia Divinorum) (Screen)</i>	EA	\$15.00
56	<i>Designer Drug Panel (Synthetic Cannabinoids, Mephedrone/MDPV, K2/Spice & Bath Salts combined, Salvinorin A and B) (Screen)</i>	EA	\$30.00
57	<i>Cubic feet of specimen containers</i>	CU FT	\$0.00
58	<i>Disposal of Specimens and Hazardous Waste</i>	LB	\$0.00
59	<i>Court Testimony: Laboratory or Scientific Director, rate per hour</i>	HR	\$100.00
60	<i>Court Testimony: Supervising Technical Representative, rate per hour</i>	HR	\$75.00
61	<i>Court Testimony: Technical Representative, rate per hour</i>	HR	\$75.00
62	<i>12-panel 10-panel drug test: Alcohol, Marijuana, Cocaine, Phencyclidine (PCP), Opiates, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Propoxyphene; Fentanyl & Heroin collected at lab provided facility, cost to include draw/collection of specimen and testing of specimen.</i>	EA	\$55.00
63	<i>5-panel Urine Drug & Alcohol tests, per DOT standards for random test; collected at lab provided facility, cost to include draw/collection of specimen and testing of specimen.</i>	EA	\$55.00
64	<i>Alcohol Testing, Breath; cost to include draw/collection of specimen and testing of specimen.</i>	EA	\$45.00

65	10-panel urine cup (Screen) AMP/BARBS/BZO/COC/MAMP/MDMA/Methadone/OPI/OXY/THC; collected at lab provided facility, cost to include draw/collection of specimen and testing of specimen.	EA	\$50.00
66	5-panel hair (Screen) AMP/OPI/COC/THC/PCP; collected at lab provided facility, cost to include draw/collection of specimen and testing of specimen.	EA	\$50.00
67	10-panel urine cup (Screen) Alcohol, AMP/BARBS/BZO/COC/MAMP/MDMA/Methadone/OPI/OXY/THC; collected at lab provided facility, cost to include draw/collection of specimen and testing of specimen.	EA	\$50.00
68	PETH (phosphatidyl ethanol Urine) test	EA	\$100.00
69	MRO Review of Drug Test	EA	\$6.00
70	DOT and Reasonable Suspicion Training – Live Presenter	HR	\$0.00
71	DOT Monthly random selection and database management, per employee	EA	\$0
72	FMCSA Clearinghouse Management, per employee	EA	\$0
73	14 panel urine cup: AMP, BAR, BZD, BUP, COC-300, MDMA, FTN, MET-500, MTD, OPI-300, OXY, PCP, PPX, THC	EA	\$4.25
74	Travel for specimen collection	per 20 miles	\$15.00
75	9 Panel NON DOT Oral Fluid Screen/Confirm collected at lab provided facility, cost to include oral fluid kit, collection of specimen and testing of specimen. <u>***Unit Cost includes cost for performing all services, furnishing all staffing, and providing all test materials required to perform drug and/or alcohol screenings (e.g., oral fluid kits).***</u>	EA	\$60.00
76	Additional Oral Fluid Collection Kit	EA	\$2.00
77	MRO nonDOT- Positive Results only	EA	\$25.00
78	Specimen Collection Fee – AFTER HOURS - URINE	EA	\$50.00
79	Specimen Collection Fee – AFTER HOURS – ORAL FLUID	EA	\$50.00
80	Specimen Re-Test Fee – Urine (in-house)	EA	\$15.00
81	Specimen Re-Test Fee – Oral (in-house)	EA	\$15.00
82	Split Ship Prep & mail out – DOT URINE ONLY	EA	\$75
83	Alcohol Breath Testing Confirmation	EA	\$30

84	<i>DOT observed collection</i>	<i>EA</i>	\$55
85	<i>D&L Isomer Testing</i>	<i>EA</i>	\$15

***The Department has the authority to add or move any item from the above table based on the business need. **

**ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Purchasing Department (hereinafter Covered Entity) and Phamatech, Inc., (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill

its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the NIST guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

12. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

13. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

14. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

15. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

16. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

17. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

18. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Phamatech, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: TUAN H PHAM CEO/PRESIDENT
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
TUAN H PHAM 100% OWNERSHIP
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
AUTHORIZED COLLECTION SITES NAMED UNDER CONTRACT		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

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9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT D - COLLECTION SITES

Probation	
<p>Main Office 175 W. Fifth Street, Fourth Floor San Bernardino, CA 92415</p> <p>Central Adult Services 401 N. Arrowhead Avenue San Bernardino, CA 92415</p> <p>Central Juvenile Services 150 W. Fifth Street San Bernardino, CA 92415</p> <p>Special Court Programs 104 West Fourth Street San Bernardino, CA 92415</p> <p>Youth Justice Center 900 E. Gilbert Street, Bldg. 31 San Bernardino, CA 92415</p> <p>Gateway 740 E. Gilbert Street San Bernardino, CA 92415</p> <p>Rancho Cucamonga Office 8303 Haven Avenue, 2nd Floor Rancho Cucamonga, CA 91730</p> <p>Fontana Adult Services 17830 Arrow Boulevard Fontana, CA 92335</p> <p>ARISE SYTF 21101 Dale Evans Parkway Apple Valley, CA 92307</p>	<p>Joshua Tree Office 63665 Twentynine Palms Hwy Joshua Tree, CA 92252</p> <p>West Valley Day Reporting Center 9478 Etiwanda Avenue Rancho Cucamonga, CA 91739</p> <p>Victorville Day Reporting Center 15480 Ramona Avenue Victorville, CA 92392</p> <p>Barstow Office 1300 East Mountain View Avenue Barstow, CA 92311</p> <p>San Bernardino Day Reporting Center 104 West Fourth Street San Bernardino, CA 92415</p> <p>Victorville Adult Office 15480 Ramona Avenue Victorville, CA 92392</p> <p>Victorville Juvenile Office 15345 Bonanza Road Victorville, CA 92392</p> <p>Fontana Juvenile Services 17830 Arrow Boulevard Fontana, CA 92335</p>

***The Department has the authority to add or move any collection site(s) from the above table based on the business need. ***

Children and Family Services (CFS)

Collection sites throughout the nation will be requested to meet department needs. Concentration of services will be within the county and surrounding areas, including, but not limited to:

Central Valley Eastern Valley Lucerne Valley West Valley Mountain Areas Remote Areas Rialto Highland Adelanto Chino Big Bear Morongo Valley San Bernardino Loma Linda Apple Valley Mountains	Ontario Crestline Yucca Valley Fontana Redlands Hesperia Rancho Cucamonga Lake Arrowhead Needles (and CA state side testing sites near Needles) Yucaipa Victorville Upland Running Springs Trona Low Desert High Desert
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***The Department has the authority to add or move any collection site(s) from the above table based on the business need. ***

Human Resources Department (HR)

Collection sites throughout the nation will be requested to meet department needs. Concentration of services will be within the county and surrounding areas, including, but not limited to:

Adelanto Apple Valley Baker Barstow Big Bear Colton Hesperia Rancho Cucamonga Lake Arrowhead Needles	Yucaipa Victorville Trona Newberry Springs Ridgecrest San Bernardino Joshua Tree Yucca Valley Twentynine Palms Palm Springs
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***The Department has the authority to add or move any collection site(s) from the above table based on the business need. ***

Department of Behavioral Health (DBH)

<p>Community Recovery Services (County of San Bernardino Health Services) 850 East Foothill Boulevard Rialto, CA 92376</p> <p>Adult Community Services Program (Homeless Program) Mill Street San Bernardino, CA 92401</p> <p>Barstow Counseling & Mental Health Center 1841 Main Street Barstow, CA 92311</p> <p>Children and Youth Collaborative Services (CYCS) 658 East Brier Drive, Suite 150 San Bernardino, CA 92415</p> <p>SUDRS Administration 658 Brier Drive Suite 250, San Bernardino, CA 92408</p> <p>San Bernardino, CA 92408Criminal Justice Program 1330 Cooley Drive Colton, CA 92324</p> <p>DBH Ontario Clinic 1647 East Holt Boulevard Ontario, CA 91761</p> <p>Apple Valley Recovery Center 18818 HWY 18 Apple Valley, CA 92307</p>	<p>Mesa Counseling Services Behavioral Health Resource Center 850 East Foothill Boulevard Rialto, CA 92376</p> <p>Needles Counseling Center 1600 Bailey Avenue, Suite 2 Needles, CA 92363</p> <p>Phoenix-Outpatient 820 E Gilbert Street San Bernardino, CA 92415</p> <p>Mariposa Community Counseling 2940 Inland Empire Boulevard Ontario, CA 91764</p> <p>Juvenile Justice Program 780 East Gilbert Street San Bernardino, CA 92415</p> <p>Vista Community Counseling 17053 East Foothill Boulevard Fontana, CA 92335</p> <p>Victor Valley Behavioral Health/Alcohol Drug Services 12625 Hesperia Road Victorville, CA 92392</p>
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***The County has the authority to add or move any collection site(s) from the above table based on the business need. ***

ATTACHMENT E - Drug Tolerance by Departments

Department of Behavioral Health (DBH)

Substance/Analyte	Initial Test Cut-off Level	Confirmatory Cut-off level
Amphetamine	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	
Benzodiazepines	200 ng/ml	
Buprenorphine	5 ng/ml	
Cocaine(benzoyllecgonine)	150 mg/ml	100 ng/ml
Ethanol (Alcohol)	0.04 gm/dl	
Marijuana/THC-A	50 ng/ml	15 ng/ml
MOMA (Ecstasy)	500 ng/ML	
MOMA (Ecstasy) Per SAMHSA	500 ng/ML	250 ng/ML
Methadone	300 ng/ml	
Methamphetamine	500 ng/ml	250 ng/ml
Opiates	100 ng/ml	
Propoxyphene	300 ng/ml	
Codeine	2000 ng/ml	2000 ng/ml
Morphine		2000 ng/ml
Hydrocodone	300 ng/ml	100 ng/ml
Hydromorphone	300 ng/ml	100 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
PCP	25 ng/ml	
PCP (Per SAMHSA)	25 ng/ml	
Fentanyl	0.5 ng/mL	0.5 ng/mL
Kratom	50 ng/mL	2 ng/mL
Heroin	10 ng/mL	10 ng/mL

Probation

Substance/Analyte	Initial Test Cut-off Level	Confirmatory Cut-off level	Time Detected in Urine
Amphetamine	500 ng/ml	250 ng/ml	48-72 h
Barbiturates	300 ng/ml		24 h (short acting) 3 w (long acting)
Benzodiazepines	200 ng/ml		3d
Buprenorphine	5 ng/ml		
Cocaine(benzoyllecgonine)	150 mg/ml	100 ng/ml	6-8h
Ethanol (Alcohol)	0.04 gm/dl		7-12 h
Heroin			36-72h
Marijuana/THC-A (Cannabis)	50 ng/ml	15 ng/ml	3d-4w
MOMA (Ecstasy)	500 ng/ML		
MOMA (Ecstasy) Per SAMHSA	250 ng/ML	250 ng/ML	
Methadone	300 ng/ml		3d
Methamphetamine	500 ng/ml	250 ng/ml	
Methaqualone			7d
Opiates	100 ng/ml		
Propoxyphene	300 ng/ml		6-48 h
Codeine	2000 ng/ml	2000 ng/ml	
Morphine		2000 ng/ml	48-2 h

Substance/Analyte	Initial Test Cut-off Level	Confirmatory Cut-off level	Time Detected in Urine
Hydrocodone	300 ng/ml	100 ng/ml	
Hydromorphone	300 ng/ml	100 ng/ml	
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml	
6-Acetylmorphine	10 ng/ml	10 ng/ml	
Phencyclidine (PCP)	25 ng/ml		8d
PCP (Per SAMHSA)	25 ng/ml		
Fentanyl	0.5 ng/mL	0.5 ng/mL	
Kratom	50 ng/mL	2 ng/mL	
Heroin	10 ng/mL	10 ng/mL	

Children and Family Services (CFS)

Substance/Analyte	Initial Test Cut-off Level	Confirmatory Cut-off level
Amphetamine	1,000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	200 ng/ml	200 ng/ml
Buprenorphine	5 ng/ml	5 ng/ml
Cocaine(benzoylcegonine)	150 ng/ml	100 ng/ml
Ethanol (Alcohol)	0.04 gm/dl	0.02 gm/dl
Marijuana/THC-A	40 ng/ml	15 ng/ml
MOMA (Ecstasy)	500 ng/mL	500 ng/mL
Methadone	300 ng/ml	300 ng/ml
Methamphetamine	1000 ng/ml	500 ng/ml
Opiates	100 ng/ml	100 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Codeine	2000 ng/ml	2000 ng/ml
Morphine	100 ng/ml	100 ng/ml
Hydrocodone	300 ng/ml	100 ng/ml
Hydromorphone	300 ng/ml	100 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
PCP	25 ng/ml	25 ng/ml
Fentanyl	0.5 ng/mL	0.5 ng/mL
Nor Fentanyl	1 ng/ml	1 ng/ml
Kratom	50 ng/mL	2 ng/mL
Heroin	10 ng/mL	10 ng/mL

Human Resources Department (HR)

Oral Fluid Non-DOT regulated drug testing:

Initial Test Analyte	Confirmatory test cutoff concentration
Marijuana (THC)	2 ng/mL.
Cocaine/Benzoyllecgonine	8 ng/mL.
Codeine/Morphine	10 ng/mL.
Phencyclidine	10 ng/mL
Amphetamine/Methamphetamine	25 ng/mL.
Barbiturates	20ng/ml
Benzodiazepines	2ng/ml
Methadone	5ng/ml
Oxycodone/Oxymorphone	6ng/ml

Note: HR requires THC testing that is compliant with AB2188

Alcohol testing for non-DOT positions should only be used for reasonable suspicion cases.

DOT regulated drug testing:

Substance/Analyte	Initial Test Cut-off Level	Confirmatory Cut-off level
Amphetamines/Methamphetamine	500 ng/ml	250 ng/ml
MDMA/MDA	500 ng/ml	250 ng/ml
Cocaine Metabolite	150 ng/ml	100 ng/ml
Codeine/Morphine	2000 ng/ml	2000 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Hydrocodone/Hydromorphone	300 ng/ml	100 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/ml
Ethanol (Alcohol)	0.02% Breath Alcohol Concentration (BAC)	0.02% Breath Alcohol Concentration (BAC)

ATTACHMENT - F

REFERENCE DOCUMENT

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Phamatech, ll shall:

To the extent consistent with the provisions of this Agreement, comply with regulations as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123 regarding exclusion from participation in federal and state funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Dana M Conde

Printed name of authorized official

Dana Conde

Signature of authorized official

07/03/2024

Date



ATTACHMENT - G

NOTICE OF PERSONAL RIGHTS

In accordance with the Department of Health Care Service (DHCS) Alcohol And/ Or Other Drug Program Certification Standards, Title 9, Chapter 4, § 10569, of the California Code of Regulations, and the DHCS Adolescent Substance Use Disorder Best Practices Guide each person receiving services from a Substance Use Disorder treatment program shall have rights, which include, but are not limited to the following:

The Right:

- To confidentiality as provided for in HIPAA and Title 42, Code of Federal Regulations, Part 2;
- To be accorded dignity in contact with staff, volunteers, board members, and other individuals/persons;
- To be accorded safe, healthful and comfortable accommodations to meet their needs;
- To be free from verbal, emotional, or physical abuse, and/or inappropriate sexual behavior;
- To be informed by the program of the procedures to file a grievance and/or appeal, including but not limited to, the address and telephone number of the Department of Health Care Services;
- To be free from discrimination based on any protected class under Federal or State law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, or ability to pay;
- To be accorded access to his/her file;
- To take medications prescribed by a licensed medical professional for medical, mental health, or substance use disorders.
- Be free to attend religious services or activities of his/her choice and to have visits from a spiritual advisor provided that these services or activities do not conflict with program requirements. Participation in religious services is voluntary;
- Be referred to another program should they object to the religious nature of any program in accordance with Title 42, Part 54;
- Receive information on available treatment options and alternatives, presented in a manner appropriate to their condition and ability to understand;
- Participate in decisions regarding their health care, including the right to refuse treatment and to express preferences about future treatment decisions;
- Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, **and**
- Exercise their rights, and that the exercise of those rights does not adversely affect the way they are treated.

In addition to the rights listed above, adolescents and caregivers also have the right to:

- All information pertaining to the adolescent's rights, responsibilities, and grievance procedures should be delivered in a culturally, linguistically, developmentally, age, and literacy-appropriate manner, with interpretation assistance provided as needed;
- The program's rules and rights should be posted visibly at the program site, and a copy will be given to adolescents and their families;
- Any rules, consequences, or disciplinary actions should be clearly stated, developmentally appropriate, nonviolent, non-aversive, and free from practices of seclusion and restraint;
- All adolescents and families provided services should be given a written confidentiality notice with their signature to indicate its receipt;
- The adolescent and family will be notified about mandatory reporting of child or elder abuse and the procedures required;

- The provider's staff should be trained on program rules, policies, and procedures pertaining to rights, complaints, grievance procedures, and legal issues (e.g., juvenile justice, child welfare) and maintain documentation thereof;
- Relationships between adolescents and providers' staff should be free from corporal or unusual punishment, exploitation, prejudice, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, sexual harassment, mental abuse, or other actions of a punitive nature;
- Providers should have a written code of ethics statement that will be signed by each staff member and kept in their personnel files;
- Adolescents have the right to be treated ethically, professionally, and with respect by all staff members, and
- Adolescents and their families will be informed by the provider about how to register complaints or grievances,

NOTICE OF CIVIL RIGHTS

What are civil rights?

Civil rights are personal rights guaranteed and protected by the U.S. Constitution and federal laws enacted by Congress, such as Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title 9, § 10800, of the Americans with Disabilities Act of 1990, and Section 1557 of the Affordable Care Act (ACA1557). Civil rights include protection from unlawful discrimination.

The Health and Human Services (HHS) Office for Civil Rights (OCR) enforces civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, sex, and, in some cases, religion by certain health care and human services entities:

- State and local social and health services agencies;
- Clinics, **and**
- Other entities receiving federal financial assistance from HHS.

Under these laws, all persons in the United States have a right to receive health care and human services in a nondiscriminatory manner. All persons have the right to file a discrimination grievance with the Department of Behavioral Health, DHCS Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights (OCR). For example, you cannot be denied services or benefits simply because of your race, color, national origin, sex, gender identity, age, disability, or limited English proficiency (LEP).

What can I do if my civil rights have been violated?

If you feel a health care provider, human services agency, or program or activity conducted by HHS has unlawfully discriminated against you (or someone else), you may file an ACA1557 grievance with DBH ACA 1557 Coordinator, or with [OCR](#).

How do I file a civil rights complaint?

By contacting DBH ACA1557 Coordinator or OCR.

OCR complaints may be filed at https://ocrportal.hhs.gov/ocr/cp/complaint_frontpage.jsf

What is the time limit for filing a civil rights complaint?

ACA 1557 Grievances Must submitted to the ACA 1557 Coordinator within thirty (30) days of the date the person filing the grievance becomes aware of the alleged discriminatory action;

OCR Complaints must be filed within 180 days from the date of the alleged discrimination. (The Office for Civil Rights may extend this period if there is good cause.)

Where do I file a civil rights complaint?

You can file your ACA1557 Grievance by completing the approved [ACA 1557 Grievance Form](#) and emailing to aca_1557@dbh.sbcounty.gov, or you can also mail your grievance:

Attn: ACA 1557 Coordinator
303 E. Vanderbilt Way, San Bernardino, CA 92415-0026

If assistance is needed in completing the form, the complainant may also call the ACA 1557 Coordinator at (909) 386-8223 (TTY: 711).

You can file your complaint against an HHS entity via the OCR Complaint Portal, at OCRComplaint@hhs.gov, or you can also mail or fax your complaint:

U.S. Dept. of Health & Human Services
90 7th Street, Suite 4-100, San Francisco, CA 94103
Voice Phone (800) 368-1019, FAX (202) 619-3818, TDD (800) 537-7697

For further information go to:

- U.S Department of Health and Human Services website at: <https://www.hhs.gov/civil-rights>

COMPLAINTS:

The **Department of Behavioral Health (DBH)** and its contracted providers comply with all State and Federal civil rights laws. DBH investigates complaints/grievances filed by clients receiving Behavioral Health (mental health and/or substance use disorder) services provided by the County or its contracted providers. If you wish to file a complaint or grievance, please contact:

Department of Behavioral Health, ACCESS Unit
303 E. Vanderbilt Way, 3rd Floor, San Bernardino, CA 92418-0026
Phone: (888) 743-1478 or (909) 386-8256, [TDD] 711, Fax: (909) 890-0353

The **Department of Health Care Services (DHCS)** Substance Use Disorder (SUD) Compliance Division investigates complaints against California's alcohol and other drug (AOD) recovery and treatment programs. The SUD Compliance Division also investigates violations of the code of conduct of registered or certified AOD counselors.

If you wish to file a complaint with DHCS about a licensed, certified AOD drug service provider OR a registered or certified counselor you can do so via mail, fax, or by using the online Complaint Form, at: <https://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints>

You can print the form and mail or fax to:

Department of Health Care Services, Substance Use Disorder Services
P.O. Box 997413, MS# 2601
Sacramento, CA 95899-7413
Or by calling toll free (877) 685-8333
Fax (916) 445-5084
E-mail: sudcomplaints@dhcs.ca.gov

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may be made by telephoning the appropriate licensing branch: DHCS - SUD Compliance Division, Public Number: (916) 322-2911, Toll Free Number: (877) 685-8333

For complaints pertaining to the DHCS - Driving Under the Influence (DUI) Program complete the online Complaint Form at: <https://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>, You may contact the DUI Program Branch directly, Public Number: (916) 322-2964, FAX Number: (916) 440-5229

For complaints pertaining to a Narcotic Treatment Program (NTP) complete the online Complaint Form at: <https://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>, You may contact the NTP Branch: Public Number: (916) 322-6682, Fax Number: (916) 440-5230

CLIENT CERTIFICATION

I have been provided information regarding my personal/civil rights and how I can file a complaint/grievance with any of the following organizations if I feel any of my rights have been violated:

- The Department of Behavioral Health (DBH)
- The Department of Health Care Services (DHCS)
- U,S Department of Health and Human Services (for civil rights complaints) (HHS-OCR)

I have been informed that I can ask for additional information or assistance in filing a complaint/grievance at any time.

Print Client Name

Client Signature

Date

ATTACHMENT - H UNUSUAL OCCURRENCE/INCIDENT REPORT

(Not part of Medical Record)

CLIENT INFORMATION		Last Name _____ First Name _____	
Chart No. _____		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input checked="" type="checkbox"/> Unknown Age _____ Birthdate: _____	
Reporting Clinic/Contract Agency _____		Date last seen by Staff _____	
Name of Clinic/Contractor _____		Family Notified: <input type="checkbox"/> Telephone <input type="checkbox"/> Letter <input type="checkbox"/> None	
Name of Program Delivering Services _____		Family Contact Name _____	
Client Address/Phone _____			
INCIDENT (Please check all that apply)		<input type="checkbox"/> Disturbance/Destruction of Property** <input type="checkbox"/> Dangerous Behavior -- Self <input type="checkbox"/> Dangerous Behavior -- Others <input type="checkbox"/> Victimized <input type="checkbox"/> Sexual Behavior <input type="checkbox"/> Medical/Injury** <input type="checkbox"/> Death* Date Deceased _____ <input type="checkbox"/> Other _____	
LOCATION OF INCIDENT		<input type="checkbox"/> Within Clinic <input type="checkbox"/> Surrounding Clinic (grounds, parking lot,) <input type="checkbox"/> Residential <input type="checkbox"/> Client Residence, Independent Living <input type="checkbox"/> Other (Please specify)	
EXPLANATION OF INCIDENT* <small>Include names of witnesses</small>		DATE OF INCIDENT:	TIME:
WITNESSES:			
ACTION TAKEN (Please check all that apply)		<input type="checkbox"/> Counseling, reassuring, removal of client <input type="checkbox"/> First Aid <input type="checkbox"/> Consulting with Physician (Phone or office visit) <input type="checkbox"/> Called Paramedics <input type="checkbox"/> Staff escort out of building <input type="checkbox"/> Police called <input type="checkbox"/> Other Report (CFS, APS, Licensing) <input type="checkbox"/> Other (Please Specify)	
EXPLANATION OF ACTION TAKEN*			
SUPERVISORS COMMENTS* <small>Include, e.g., Family Responses, Date of Last Service, Last ID Note comments (SI, HI, Grave Disability, etc.), Client compliance issues (transportation, child care, etc.) as appropriate</small>			
Signature of Supervisor _____			
NOTIFICATION (check all that apply, include date and method of notification ie, phone, fax, email in the space provided)			
<input type="checkbox"/> Director _____		<input type="checkbox"/> Program Manager _____	
<input type="checkbox"/> Assistant Director _____		<input type="checkbox"/> Department Safety Coordinator _____	
<input type="checkbox"/> Deputy Director _____		<input type="checkbox"/> Medical Director _____	
<input type="checkbox"/> Chief Compliance Officer _____		<input type="checkbox"/> Program Coordinator _____	
AUTHOR INFORMATION (Who completed form)		Date _____ Title _____	
Printed Name _____			
Signature _____			

*Add additional sheet as needed **Follow-up outcome should be reported to the Office of Compliance**

**Office of compliance shall determine if report required to Department of Risk Management

ATTACHMENT - I
REFERENCE DOCUMENT
DATA SECURITY REQUIREMENTS

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires Contractor adhere to the following data security requirements:

A. Personnel Controls

1. **Formal Policies and Procedures.** Policies and procedures must be in place to reasonably protect against unauthorized uses and disclosures of patient identifying information and protect against reasonably anticipated threats or hazards to the security of patient identifying information. Formal policies and procedures must address 1) paper records and 2) electronic records, as specified in 42 CFR §2.16.
2. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
3. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
4. **Confidentiality Statement.** All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of six (6) years following termination of the Agreement.
5. **Background Check.** Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. **Workstation/Laptop Encryption.** All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by DBH's Office of Information Technology.
2. **Server Security.** Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software / Antimalware software solution with automatic updates scheduled at least daily.
6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (special characters))
8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing and in accordance with 42 C.F.R. § 2.16 Security for Records. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system

use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.
14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to

restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing and in accordance with 42 C.F.R. § 2.16 Security for Records.
4. Removal of Data. Removal of DBH PHI or PI may not be removed from the premises of Contractor unless authorized under 42 CFR Part 2.
5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

Mailings which include 500 or more individually identifiable records of DBH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DBH to use another method is obtained.