

BOS Nos.  
Infor Contract No.

**AGREEMENT**  
(Short-Form Agreement)

THIS AGREEMENT is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and OLE Health, dba CommuniCare OLE, a non-profit corporation authorized to do business in the State of California (“Contractor”), jointly referred to as “the Parties” herein and who agree as follows:

- A. Contractor shall provide laboratory services/drug testing specimen collection services as set forth in Exhibit A. Contractor represents and warrants that it has all necessary training and qualifications to provide such services.
- B. The term of this Agreement shall be from **July 1, 2025 through June 30, 2026** unless sooner terminated as provided in this Agreement. At County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to Contractor by the Yolo County Health and Human Services Agency Director or their designee (“HHSA Director”).

Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party.

- C. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Insurance Requirements
- Exhibit D – HIPAA Compliance
- Exhibit E – Performance Measures
- Exhibit F – Contractor Confidentiality Certification
- Exhibit G – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form

County and Contractor shall each comply with all the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.

- D. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.
- E. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2026**, shall be no greater than **ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED TEN DOLLARS AND NINETY-TWO CENTS (\$190,810.92)**, specified as follows:

BOS Nos.  
Infor Contract No.

<b>Fiscal Year 2025-26</b> July 1, 2025 through June 30, 2026	<b>Total</b>
\$190,810.92	<b>\$190,810.92</b>

**F. OPTION YEARS:** County may exercise its option to extend the term of the Agreement pursuant to Section A., above. In the event that County elects to exercise an option, County shall notify Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$190,810.92	Less than or equal to \$381,621.84
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$190,810.92	Less than or equal to \$572,432.76

In no event shall the term of the Agreement extend beyond **June 30, 2028**, nor shall the total contract maximum exceed the amount of **FIVE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS AND SEVENTY-SIX CENTS (\$572,432.76)** unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors (“BOS”).

**G.** Contractor, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit C.

**H.** To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of Contractor, it’s officers, agents, or employees. Contractor/subcontractor responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to County Counsel.

**I. ASSIGNMENTS AND SUBCONTRACTS**

- 1.** No performance of this Agreement or any portion thereof may be assigned or subcontracted without the express mutual consent of the Parties.
- 2.** Please see Exhibit C for requirements regarding subcontractor insurance and indemnity provisions.

**J.** Contractor shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Contractor shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Contractor has violated any applicable law or regulation.

BOS Nos.  
Infor Contract No.

- K.** This Agreement is subject to County, the State of California and the United States appropriating and approving sufficient funds for the activities required of Contractor pursuant to this Agreement. If County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor, in which even County shall have no obligation to pay Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services under this Agreement.
- L.** If Contractor fails to perform any part of this Agreement, County may notify Contractor of the default and Contractor shall remedy the default. If Contractor fails to do so, then, in addition to any other remedy that County may have, County may terminate this Agreement and withhold any or all payments otherwise owed to Contractor pursuant to this Agreement.
- M.** If licenses and/or certificates are required by Contractor's profession, by entering into this Agreement Contractor certifies that he/she/it shall currently have such licenses and/or certificates in good standing, shall maintain them throughout this Agreement, and that Contractor's performance will meet the standards of licensure/certification.
- N.** Contractor understands that they are not an employee of County and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
- O.** Contractor will hold in confidence all information disclosed to or obtained by Contractor which relates to activities under this Agreement and/or to County's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of County. Contractor shall deliver all of the foregoing to County upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Contractor shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than **four (4) years** and shall make them available to County for audit and discovery purposes.
- P.** This Agreement constitutes the entire agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both Parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
- Q.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

**R. COUNTY AUTHORITY**

**1. HHS A Director's Authority:** The HHS A Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section B of this Agreement. The HHS A Director may also issue any other general notices regarding the administration of this Agreement.

**2. County Procurement Manager's Authority:** The Yolo County Deputy Director/Manager of Procurement ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with this Agreement.

BOS Nos.  
Infor Contract No.

3. Yolo County BOS Authority: All other authority related to this Agreement is reserved by the Yolo County BOS.

**S. NOTICES**

1. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

**Contractor:**  
OLE Health, dba CommuniCare OLE  
1141 Pear Tree Lane, Suite 100  
Napa, CA 94558  
Attn: Alicia Hardy, CEO

**County:**  
Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: HHSA Director

2. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

**Contractor:**  
[Sara.Gavin@communicareole.org](mailto:Sara.Gavin@communicareole.org)

**County:**  
Contracts Unit: [HHSACONTRACTS@Yolocounty.gov](mailto:HHSACONTRACTS@Yolocounty.gov)  
Contract Administrator: [Meghan.Morris@Yolocounty.gov](mailto:Meghan.Morris@Yolocounty.gov)

3. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

4. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

**T. SUSPENSION AND DISBARMENT:**

1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

2. Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.

4. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Signatures Follow]

//


//

BOS Nos.  
Infor Contract No.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

**CONTRACTOR**

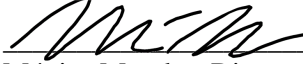
**COUNTY OF YOLO**

Signed by:  
  
\_\_\_\_\_  
Alicia Hardy, CEO  
OLE Health, dba CommuniCare OLE

\_\_\_\_\_  
Mary Vixie Sandy, Chair  
Board of Supervisors

Date: 12/1/2025

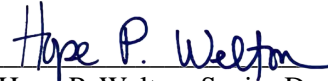
Date: \_\_\_\_\_

Signed by:  
  
\_\_\_\_\_  
Monica Morales, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Phillip J. Pogledich, County Counsel

By:   
\_\_\_\_\_  
Hope P. Welton, Senior Deputy

## EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

### I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Hansen Family Health Center  
215 W. Beamer Street  
Woodland, CA 95695  
Provider number: 575716

Salud Clinic  
500B Jefferson Blvd., Suite 195  
West Sacramento, CA 95605  
Provider number: 575714

### II. PURPOSE

Provide drug testing services to Child Welfare Services (“CWS”) clients or individuals referred by Child Welfare Staff.

### III. TARGET POPULATION

CWS clients or individuals referred by Child Welfare Staff.

### IV. REQUIREMENTS

Contractor shall administer random and reasonable suspicion, observed, drug testing as determined necessary or appropriate by County. Contractor will ensure that both random and reasonable suspicion tests are administered according to the Drug (Toxicology) Screening Standards.

Contractor shall respond as requested to all phone/voice mail inquiries by workers regarding referred clients.

### V. DRUG TESTING, SPECIMEN COLLECTION & MAINTENANCE OF SPECIMEN INTEGRITY

#### A. Collection Sites

Contractor shall maintain one certified collection site in the City of Woodland and one in the City of West Sacramento as specified in Section I above.

#### B. Population to be Served; Services; Referrals, Authorizations

When authorized in advance by County, Contractor shall provide supervised urine collection for all CWS clients referred by the Yolo County Health and Human Services Agency (“HHSA”).

1. Authorized collections require: CWS social workers to enter client information into Phamatech laboratory interface to initiate collection process.
2. Authorized collection must take place within the business hours specified by Contractor.

#### C. Contractor will notify CWS in writing within twenty-four (24) hours of all clients who reported to the collection site and their attempt to test was unsuccessful Hours of Service

1. Contractor’s hours of operation are Monday through Friday 9:00 a.m. to 4:30 p.m.

#### D. Contractor will provide Urine Drug Testing on a Walk-in basis for clients who have an active donor account in the Phamatech Laboratory system. Walk-in hours will allow for a minimum of thirty-six (36) hours of testing for all genders per week.

## **EXHIBIT A – SCOPE OF SERVICES**

### **E. Specimen Collection Standards**

1. Contractor shall provide a same-sex supervisor for specimen collections. For transgender clients, Contractor will provide a supervisor of the sex that is congruent with the clients' gender identity.
2. Contractor shall follow County protocol for supervised urine specimen collection.
3. Contractor shall develop a system to ensure that all clients sent for testing show proper identification or can be identified by the referring social worker before testing.

### **F. Specimen Collection Protocol and Chain of Custody Requirements**

All collections shall follow this standardized collection policy approved by the Yolo County Drug Court Task Force:

1. For supervised tests, the restrooms will have soap and water available to clients to wash their hands.
2. Contractor shall take measures to avoid dilution of sample. Restrooms shall be large enough for collector to remain in room while client gives a sample.
3. Collection sites shall have mirrors installed to ensure validity of testing.
4. Client is to inform staff of any over-the-counter or prescription medications they are currently taking. This information shall be noted on the test record.
5. Client shall remove excess clothing (jackets, sweaters, etc.) prior to entering restroom.
6. Client shall wash their hands with soap and water and dry hands thoroughly. The observer or supervisor shall inform client that stream urine must be seen throughout process.
7. Female clients must hold urine cup with one hand while the other hand is in sight (on their lap, on the wall, etc.) as to avoid any hidden urine sample being punctured.
8. After the specimen is in the bottle, the lid shall be securely tightened. Client will write initials on tamper seal that seals bottled specimen.
9. Client shall put initials on the outside label and check for correct name.
10. The specimen shall then be sealed and secured in a plastic bag in the presence of the client and put in shipping bag to be picked up or sealed in a pre-addressed box and mailed to the laboratory.
11. Client shall re-wash hands and dry them.
12. If at any time, a staff member is required to handle the urine specimen, gloves are to be worn.
13. Client shall sign a test record for each drug urine test administered and this shall become part of their testing record.

### **F. Coordination with Testing Laboratory**

Contractor and County shall coordinate with Phamatech Laboratories & Diagnostics to develop and implement a system satisfactory to HHS and CWS that will ensure collection samples and test results are sent to the proper agency.

### **G. Expert Witness Testimony**

## **EXHIBIT A – SCOPE OF SERVICES**

When requested by County or when directly subpoenaed to testify, Contractor shall provide expert witness on specimen collection, maintenance of specimen integrity and chain-of-custody documentation, and any other matters relevant to Contractor's performance of the services required by this Agreement.

**EXHIBIT B – TERMS OF PAYMENT**

**I. METHOD OF PAYMENT**

- A.** Contractor shall submit a claim/invoice for payment to County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim/invoice that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.
- B. 1.** Claims/invoices for payment shall be submitted to County in an electronic format on a form approved by County. Any County required supporting documentation, shall accompanying the claim/invoice. If a claim/invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.
- 2.** Claims/invoices shall be submitted to: [HHSAContractsPayables@yolocounty.gov](mailto:HHSAContractsPayables@yolocounty.gov) and [Meghan.Morris@yolocounty.gov](mailto:Meghan.Morris@yolocounty.gov).
- C.** County shall pay Contractor at the rate specified below for the services that have been provided in accordance with Exhibit A of this Agreement.

Rate Per Month
\$15,900.91

- D.** In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- E. 1.** County will demand repayment from Contractor for compensation made to Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
- 2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- 3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the HHSA Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- 4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the HHSA Director.
- F.** Any other provision of this Agreement notwithstanding, because this Agreement is funded in whole or in part by the federal and/or state governments, County’s obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, County’s receipt of such funding from the federal and/or state governments, and the absence or removal of any constraints imposed by the federal and/or state governments upon such receipt and payment.
- G.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

**EXHIBIT B – TERMS OF PAYMENT**

- H.** Contractor shall hold harmless the State and clients in the event that County does not pay for services in accordance with this Agreement.

## EXHIBIT C – INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
  - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
  - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
  - c. **Workers’ Compensation and Employers’ Liability:** Workers’ Compensation insurance as required by the State of California and Employers’ Liability.
  - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
  - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
  - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
  - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement Contractor must provide this insurance. If not, then this requirement automatically does not apply).
  - d. **Workers’ Compensation** – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

### 3. *Other Insurance Provisions*

- a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
- b. **Primary Coverage** – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.



### **EXHIBIT C – INSURANCE REQUIREMENTS**

coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance, and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
  
- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**EXHIBIT D – HIPAA COMPLIANCE**

- I.** County and Contractor shall protect the privacy and provide for the security of protected health information (“PHI”) pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“CFR”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”). The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR section 164.304 or breach of unsecured PHI as defined by 45 CFR section 164.402.
- II.** Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR sections 164.314(a), 164.502(e) and 164.504(e), County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the Parties mutually agree to execute same.
- III.** Contractor shall report, as soon as reasonably practicable, within twenty-four (24) hours for security incidents, as defined in 45 CFR section 164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

  - A.** Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov); and
  - B.** Yolo County Chief Technology Officer, Information Security Officer- at [lee.gerney@yolocounty.gov](mailto:lee.gerney@yolocounty.gov); and
  - C.** HHS Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov); and
  - D.** HHS Behavioral Health Compliance Officer at [HHSA.BHCompliance@yolocounty.gov](mailto:HHSA.BHCompliance@yolocounty.gov).
- IV.** By signing this Agreement, Contractor certifies it has reviewed and understands the contents of the Yolo County HHS Behavioral Health Compliance Plan, available to the Contractor at website [https://www.yolocounty.gov/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management/-folder-3841#docfold\\_1597\\_10556\\_7495\\_3841](https://www.yolocounty.gov/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management/-folder-3841#docfold_1597_10556_7495_3841)
- V.** The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.
- VI.** County reserves the right to update the names, email addresses and links provided above via written notice to Contractor.

**EXHIBIT E – PERFORMANCE MEASURES**

<i>Drug Specimen Collection &amp; Toxicology Services</i>		<i>OLE Health, dba CommuniCare OLE.</i>	<i>Sara Gavin Chief Behavioral and Community Health Officer</i>
<i>Program Purpose</i>	Provide supervised drug specimen collection and toxicology testing services for clients referred by Yolo County Child Welfare Services (“CWS”), with the goal of promoting child safety, accountability, and timely intervention. Clients benefit from increased support in case planning and treatment compliance through timely, reliable drug testing and results reporting.		
<i>Program Information</i>	Contractor provides walk-in, supervised urine drug testing at two locations: Hansen Family Health Center (Woodland) and Salud Clinic (West Sacramento). Testing is provided to clients referred by CWS via electronic laboratory interface. The agreement is county-funded and aligns with Child Welfare mandates. Phamatech is the designated laboratory. All testing adheres to County’s supervised collection protocols and includes a maintained chain of custody process to ensure proper specimen handling, identity verification, and test integrity from collection through lab submission.		
<b>PM1: How much did we do?</b>			
1.1	Total # of urine drug tests administered during the reporting period.		
1.2	Total # of clients referred by CWS.		
1.3	Total # of clients who appeared for testing within the authorized timeframe.		
<b>PM2: How well did we do it?</b>			
2.1	% of clients seen for testing within thirty (30) minutes of check-in.		
2.2	% of test results returned to HHSA within seventy-two (72) hours.		
2.3	% of referrals accepted and processed within the referral timeframe.		
2.4	% of phone/voicemail inquiries from caseworkers responded to within one (1) business day.		
2.5	% of weeks in which walk-in hours met or exceeded the required minimum of thirty-seven (37) testing hours for all genders.		
<b>PM3: Is anyone better off?</b>			
3.1	% of drug tests conducted in full compliance with supervised collection and chain-of-custody standards		
3.2	% of referred clients who failed to appear for testing (no-show rate).		
3.3	% of drug tests reported as undetermined or cancelled as a result of insufficient sample volume, improper collection protocol, or compromised specimen integrity.		

## EXHIBIT F – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A. Contractor understands that County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B. If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C. Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.
- D. The provisions of this **Exhibit F** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT G – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS  
CONFIDENTIALITY CERTIFICATION FORM**

**I hereby acknowledge, by my signature below, that:**

**I understand** the County of Yolo via its Health and Human Services Agency (“HHS”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

**I understand** if in the course of the provision of services under the Agreement between OLE Health, dba CommuniCare OLE and the County of Yolo for laboratory services/drug testing specimen collection (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHS office or receives (or previously received) services from HHS.

**I understand** my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

**I understand** confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

**I understand** I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

**I understand** County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to: employment records, job evaluations.

**I understand** it would be illegal for me to access computerized client or employee information without authorization of County.

**I understand** unauthorized access or disclosure of client information, or any other confidential or proprietary information from County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between OLE Health, dba CommuniCare OLE and County, and may be punishable as a misdemeanor crime.

**I understand** this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with OLE Health, dba CommuniCare OLE.

**Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer**

(Print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_