



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602



BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

December 11, 2019

Dear Prospective Contractors and Interested Parties:

**ADDENDUM NUMBER TWO TO INVITATION FOR BIDS NUMBER CMS 17-0049-1
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

Addendum Number Two is issued by the County of Los Angeles Department of Children and Family Services (DCFS) to prospective bidders of the Urine Sample Collection for Drug and Alcohol Testing Services Invitation for Bids (IFB) Number CMS 17-0049-1. Addendum Number Two releases the Questions & Answers (Responses to Bidder's Questions/Comments) Document and amends sections of the IFB as provided below. Changes only apply to the referenced section that is amended or deleted. All other sections remain unchanged.

A prospective bidder's failure to incorporate the requirements of this Addendum Number Two may result in their Bid not being considered, as determined at the sole discretion of the County. Changes to wording in IFB sections in this Addendum Number Two include both deletions and additions. Deletions are indicated by strikethrough (~~strikethrough~~) and additions are underlined (underlined).

The following changes are being made to the Statement of Work (SOW):

- I. SOW, Section 3.0 Definitions, Sub-section 3.20.1 is revised to read as follows:

~~**Five Panel Drug Test** — Cannabinoids, Cocaine, Amphetamines, Opiates and Phencyclidine.~~

Five Panel Drug Test

- Opiate panel: morphine, codeine & hydrocodone (Vicodin);
- Amphetamines: amphetamine, methamphetamine & MDMA (Ecstasy);
- Cocaine metabolites;
- Cannabinoids (marijuana); and
- Phencyclidine (PCP)

"To Enrich Lives Through Effective and Caring Service"

- II. SOW, Section 3.0 Definitions, Sub-section 3.20.2 is revised to read as follows:

~~**Other Drugs** — Hydromorphone, Oxycodone, Oxymorphone, Heroin, Methadone, Zolpidem, and Benzodiazepine~~

Other Drugs

- Hydromorphone
- Oxycodone
- Heroin
- Methadone;
- Zolpidem; and
- Benzodiazepine (alprazolam, clonazepam, lorazepam, diazepam, nordiazepam, oxazepam, and temazepam).

- III. SOW, Section 6.0 Referral Process, Sub-section 6.1.2 is revised to read as follows:

Referrals will be submitted electronically through the DCFS Drug and Alcohol Testing Electronic Referral System, or by email, as a backup method. The referral forms in Exhibit A-3 will be sent to the CONTRACTOR via secured email as a backup method.

- IV. SOW, Section 11.0 Alcohol Analysis and Certification, Sub-section 11.1 is revised to read as follows:

CONTRACTOR shall analyze urine samples collected for Ethanol alcohol testing only for clients testing specifically for alcohol, or for alcohol tests specified in conjunction with drug tests.

- V. SOW, Section 13.0 Warm Line, Sub-section 13.1 is revised to read as follows:

~~CONTRACTOR shall establish and maintain a “warm line” with additional staff as monitored by COUNTY between the peak hours of 10:00 AM to 5:00 PM Monday through Friday. A warm line is a designated toll free telephone line for DCFS CSWs and other designated COUNTY personnel to provide information and consultation on test results and COUNTY’s procedures and process related to Drug and Alcohol Testing. CONTRACTOR shall respond to inquiries through the phone line Monday through Friday, during the hours of 8:00 AM to 7:00 PM.~~

CONTRACTOR shall establish and maintain a “warm line,” which is a designated toll free telephone line (warm line) for DCFS CSWs and other designated COUNTY personnel to provide information and consultation on test results; as well as COUNTY’s procedures and process related to Drug and Alcohol Testing. CONTRACTOR shall respond to inquiries through the warm line Monday through

Friday during the hours of 8:00 AM to 7:00 PM. CONTRACTOR shall provide additional staff between the peak hours of 10:00 AM to 5:00 PM Monday through Friday.

- VI. SOW, Section 16.2 Monthly Statistical Reports, Sub-section 16.2.2, is revised to read as follows:

A copy of ~~the~~ monthly statistical report shall be submitted with each monthly CONTRACTOR invoice and shall be required before CPM grants approval of CONTRACTOR invoice.

- VII. SOW, Section 16.3 Monthly Invoice, Sub-section 16.3.1 is revised to read as follows:

Within 30 days of the last day of the month in which the service was rendered ~~On a monthly basis~~, CONTRACTOR shall submit a hard-copy of the invoice as referenced by Exhibit A-8, Sample of Vendor Invoice, to CPM and DCFS Finance Division for services rendered in the previous month. CONTRACTOR shall format the invoice in a manner as determined by COUNTY and CPM. In addition, a soft copy of the invoice will be sent to CPM encrypted the same day the hard copy is sent out via courier.

Except as provided by addendum, all other terms and conditions of the IFB remain unchanged.

If you have any questions regarding this Addendum Two, please submit the questions by email to: daats@dcfs.lacounty.gov.

Sincerely,

Eddie Ota

Eddie Ota, Section Manager
Contracts Administration Division

Attachment

County of Los Angeles
Department of Children and Family Services

**Urine Sample Collection for Drug and
Alcohol Testing Services
CMS #17-0049-1**

**RESPONSES TO BIDDER'S
QUESTIONS/COMMENTS
RECEIVED AS OF NOVEMBER 19, 2019**



QUESTIONS AND ANSWERS

TABLE OF CONTENTS

GENERAL 1
SOLICITATION 7
CONTRACT 11
STATEMENT OF WORK (SOW)..... 13

QUESTIONS AND ANSWERS

GENERAL

1. **QUESTION:** A) Can you provide a list of current collection sites?
B) Are there any problems with any of the current collection sites?
- RESPONSE:** A) Refer to Attachment 1 for a listing of all current collection sites. The hours of operations are Monday – Friday: 8AM to 7PM and Saturday or Sunday: 9AM to 1PM.
B) The primary challenges with the current collection sites are:
- Maintaining the required hours of operation;
- Having both a male and female collector at all times.
2. **QUESTION:** A) What are the current Collection Sites being utilized (Exhibit A-4 & Exhibit A-5 list service areas, not specific sites)?
B) Are there any problems with the ones currently being used?
- RESPONSE:** A) Please refer to response to Question #1 above.
B) Please refer to response to Question #1 above.
3. **QUESTION:** Can you provide the addresses and hours of operation for the current collection sites?
- RESPONSE:** Please refer to response to Question #1 above.
4. **QUESTION:** Can the County please provide a list of current testing locations and pricing for the current contract?
- RESPONSE:** Please refer to response to Question #1 above for a list of current testing locations.

The current price per test are:

1: Alcohol \$8.50
2: Drugs and Alcohol \$19.00
3: D/L Isomer Test \$10.00
5. **QUESTION:** Will the County please provide a list of the current collection sites, including addresses?
- RESPONSE:** Please refer to response to Question #1 above.

QUESTIONS AND ANSWERS

6. **QUESTION:** *II. IFB, Section 2.3: IFB Timetable.*

Will the County please provide a list of people who attended the mandatory bidders' conferences (including vendors/companies and County staff with titles)?

RESPONSE: Please see Attachment 2, Mandatory Bidders' Conference Sign-in Sheets.

7. **QUESTION:** Can you provide a list of vendors that attended the MANDATORY Bidders' Conference on 10/22/2019 so we know which agencies are qualified to submit a bid? (1.4.4)

RESPONSE: Please refer to response to question #6 above.

8. **QUESTION:** Who were the attendees at the October 22, 2019 Bidder's Conference? Lab name and address?

RESPONSE: Please refer to response to question #6 above.

9. **QUESTION:** Who were the attendees at the November 18, 2019 Bidder's Conference? Name of entities and addresses?

RESPONSE: Please refer to response to question #6 above.

10. **QUESTION:** Who is the County's current vendor for these services?

RESPONSE: The current vendor for these services is Pacific Toxicology Laboratories.

11. **QUESTION:** Who is the current provider of services?

RESPONSE: Please refer to response to question #10 above.

12. **QUESTION:** Who is the incumbent?

RESPONSE: Please refer to response to question #10 above.

13. **QUESTION:** Will the County please provide current pricing paid for 1) urine testing for alcohol, 2) urine testing for both alcohol and drugs, and 3) urine testing for D/L isomer test?

RESPONSE: Please refer to response to question #4 above.

14. **QUESTION:** How much does the current provider charge for each (5) panel test?

RESPONSE: The five (5) panel test is included in the Drug and Alcohol Test cost of \$19.00 per test.

QUESTIONS AND ANSWERS

15. **QUESTION:** What is the current price per test?

RESPONSE: Please refer to the response to question #4 above.

16. **QUESTION:** How much does the current provider charge for confirmation tests?

RESPONSE: The price of the confirmation test is included in the cost of each test listed in the response to question #4 above.

17. **QUESTION:** Can you please provide all current pricing for collection and lab services under the current contract.

RESPONSE: Please refer to response to question #4 above which includes lab services.

18. **QUESTION:** A) How is the County testing for alcohol?

B) What is the cost per test?

RESPONSE: A) Urine sample collection is utilized for alcohol testing. The County is requiring only Ethanol alcohol testing. Statement of Work Section 11.0, Alcohol Analysis and Certification has been revised to include the requirement of Ethanol alcohol testing only in Addendum Two to the Invitation for Bids (IFB).

B) Please refer to response to question #4 above.

19. **QUESTION:** Is DCFS willing to cost share when collections exceed the threshold?

RESPONSE: No, Department of Children and Family Services (DCFS) will not cost share at this time.

20. **QUESTION:** Is DCFS willing to share in the cost of collections when the amount charged for the collection exceeds \$20.00?

RESPONSE: No, DCFS will not cost share at this time.

21. **QUESTION:** How many immunoassay laboratory tests were conducted in the last year?

RESPONSE: A total of 131,735 enzyme immunoassays were performed in 2018.

22. **QUESTION:** How many "other" tests were completed in the last year? Oral fluid, hair testing, etc.?

RESPONSE: The current Contract does not provide for "other" tests. Therefore, this information is not available.

QUESTIONS AND ANSWERS

- 23. QUESTION:** Can Contractor co-locate within County (DCFS) offices?
- RESPONSE:** No, co-locating within County (DCFS) offices is not an option at this time.
- 24. QUESTION:** How many times in the last 3 years has the County needed the vendor's expert witness to testify/attend court?
- RESPONSE:** The Department, does not have the data needed to respond to this question.
- 25. QUESTION:** What is the County's historic average number of expert testimonies per year?
- RESPONSE:** Please refer to response to question # 24 above.
- 26. QUESTION:** How often has the County required expert testimony?
- RESPONSE:** Please refer to response to question # 24 above.
- 27. QUESTION:** Will the County please provide positivity rates for:
- 1) urine testing for alcohol,
 - 2) urine testing for both alcohol and drugs, and
 - 3) urine testing for D/L isomer test?
 - 4) Have positivity rates increased over time or stayed relatively steady?
- RESPONSE:**
- 1) The positivity rate for alcohol is not tracked.
 - 2) The positivity for both drugs and alcohol has ranged from 15% to 17.7% from 2018 and 2019 to date.
 - 3) The positivity rate is not tracked for D/L isomer.
 - 4) The positivity rate has fluctuated with a low of 15% and high of 17.7% from 2018 and 2019 to date.
- 28. QUESTION:** A) What is the current percent positive rate for alcohol?
- B) For drug + alcohol?
- RESPONSE:** A) Please refer to response to Question #27-1 above.
- B) The positivity rate for drug and alcohol tests in October 2019 was 15.4%.
- 29. QUESTION:** What is the County's current positive rate?
- RESPONSE:** Please refer to response to question #28-B above.

QUESTIONS AND ANSWERS

- 30. QUESTION:** A) We notice that this bid is for the same services that were requested just last year. Is there a reason this contract is going out to bid after only a year?
- B) Have the County's requirements/preferences changed, or were there specific issues with the performance of the last contract?

- RESPONSE:** A) The prior IFB was cancelled due to requirement changes based on County needs.
- B) Yes, requirements in the Statement of Work have changed. Sections 3.20.2 and 10.1 include more drugs to be tested, Section 7.0 and Exhibits A-4, A-5, and A-7 include a change in zip codes, Section 6.6 includes changes in system requirements, and Section 8.0 includes changes in hours of operation. There were no specific issues with the performance of the last Contract.

- 31. QUESTION:** A) Why was the previous bid cancelled?
- B) What has changed in this new bid compared to the previous bid?

- RESPONSE:** A) Please refer to response to question #30 above.
- B) Please refer to response to question #30 above.

- 32. QUESTION:** Is this going out to bid because of unsatisfactory performance or has the current provider exhausted their option years?

- RESPONSE:** Please refer to response to question #30 above.

- 33. QUESTION:** A) Is Zolpidem a popular drug?
- B) How often do you see it?
- C) Why is it included now?

- RESPONSE:** A) The current Contract does not test for this drug. Therefore, the frequency of the usage is unknown.
- B) The current Contract does not test for this drug. Therefore, the frequency of the usage is unknown.
- C) The drugs listed in the IFB Statement of Work Section 3.0, Sub-section 3.20.2, Other Drugs, were added based on internal stakeholder input.

QUESTIONS AND ANSWERS

34. QUESTION: Is the current contract available for examination (including any addenda/extensions)?

RESPONSE: Yes, please see Attachment 3, Urine Sample Collection for Drug and Alcohol Testing Services Contract and Amendments.

35. QUESTION: What was the annual sample volume for the past 3 years? Can this be further broken down by the 3 testing types?

RESPONSE: The annual sample volume and tests broken down by 3 testing types for the past 3 years is as follows (numbers shown are an approximation):

	2017	2018	2019
Alcohol only	685	445	575
Drug and Alcohol	124,197	131,272	116,911
D/L Isomer	2632	2656	1776
Total	127,514	134,373	119,262

QUESTIONS AND ANSWERS

SOLICITATION

- 1. QUESTION:** Does the County plan to conduct vendor interviews after bids are submitted, prior to award notification?

RESPONSE: No, the County does not plan to conduct vendor interviews after bids are submitted prior to award notification.
- 2. QUESTION:** When is the County's anticipated award date?

RESPONSE: The anticipated award date will be mid-June 2020, with a Contract effective date of July 1, 2020.
- 3. QUESTION:** Section 2.8.1 Transmittal Letter on page 31 of the pdf bullet 4: *The person signing this form shall be recognized as the Bidder's contact person for any communication between COUNTY and the Bidder.* Would the County consider a separate point of contact specifically for this bid process to streamline communication? Our authorized signer attends to the needs of multiple affiliated entities and will not be able to respond to the County as quickly as a specific bid contact.

RESPONSE: Yes, the county would consider a separate point of contact. Use Appendix D, Form 12, Contractor's Administration in the IFB to designate an alternate Contract Project Director to contact. Further information can be found in the Statement of Work Section 5.0 Contractor's Requirements. The authorized signer does not need to be the same person as the point of contact.
- 4. QUESTION:** Section 3.1 on page 38: Will the County award preference to contractors who are not DVBEs but who subcontract DVBEs for some of the work under this contract?

RESPONSE: No. The DVBE preference is only for the Contractors and not sub-contractors.
- 5. QUESTION:** Section 2.8.4.B.b Bidders References page 33 (regarding Form 6): Our company has hundreds of current contracts. Providing a list of all public entities for the last 3 years would be an enormous task. Further, our list of contracts is highly confidential; as a result, we have to request release of this information from our clients prior to releasing any information. Would the County accept a shorter list of clients (such as the 5 spaces allotted)? If not, would the County allow for this list to be sent under a separate cover and ensured to be confidential?

RESPONSE: IFB, Appendix D - Required Form 6 is to list contracts with public entities such as State and local government, which would not be confidential. You may attach a separate list to the required form and plainly mark it "confidential."

QUESTIONS AND ANSWERS

Pages plainly marked confidential will not be released unless the County is required by law to release the information. Please refer to IFB Section 1.14.

6. **QUESTION:** Appendix D Required Form 1, page 171: Will vendors be allowed to offer varied pricing depending on collection site? Each collector likely offers a different rate, especially in remote areas such as Catalina.

RESPONSE: No, there is no varied pricing rate for remote areas.

7. **QUESTION:** Can the DCFS please explain why Required Form 2 (page 172 of the pdf) Sample Line Item Budget is necessary? If bidders are creating unit costs to cover all overheads and cannot charge for additional items, it seems unnecessary to break down into any further itemizations for that unit price

RESPONSE: Yes, the County requires a line item budget and narrative per IFB Section 2.0, Instructions to Bidders, Sub-section 2.8.3.

8. **QUESTION:** Section 1.42 on page 26 of the pdf: If vendors have edits or modifications to the terms and conditions that they would like to propose, may those be included in the bid submission and considered during an award phase? Or will the request for any modifications result in vendor disqualification?

RESPONSE: Please see IFB Sub-section 1.42.2, which states that "Submission of a Bid shall constitute acknowledgement and acceptance of all of the terms and conditions in this IFB and the attached Sample Contract." Any communication regarding changes to terms and conditions that Bidder feels is necessary should be submitted via email to daats@dcfs.lacounty.gov. A response from DCFS to such a request, if any, will be directed to all of the agencies that attended the bidders' conference.

9. **QUESTION:** Regarding Appendix D Required Form 10, page 186: Would the County accept a certificate from one of the Board Members certifying that our signor is authorized to bind us in a contract instead of filling out this form? Our Board of Directors meets infrequently and typically does not have time to include this type of item on their agenda.

RESPONSE: Yes, the County would accept an original certificate with wet signatures from one of the Board Members certifying that a signor is authorized to bind to a Contract instead of filling out Appendix D - Required Form 10. County reserves the right to request additional documentation for verification purposes.

10. **QUESTION:** Regarding Appendix D Required Form 15, page 194: Would the County accept a copy of our SEC 10-K document, filed for publicly traded corporations, which discloses all of our financials.

RESPONSE: No, please submit Appendix D Required Form 15.

QUESTIONS AND ANSWERS

11. QUESTION: Please clarify the meaning of “the Bidder’s Organization or Principal Individuals.

If a Bidder sub-contracted urine testing services (with the advance approval of County) with a certified laboratory accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) or similar accreditation as described in IFB Part 1.4.2 would the sub-contractor be considered part of the Bidder’s Organization or Principal Individuals for the purpose of fulfilling Bidder’s minimum requirement under section 1.4.1?

RESPONSE: No, “Bidder’s organization or principal individuals must have a minimum of three (3) years of verifiable business experience during the last five (5) years conducting drug and alcohol testing services through urine sample collection including the administration and management of a drug testing program for organization(s) that conduct(s) at least 10,000 monthly sample collections and tests” per IFB Section 1.4 Bidder’s Minimum Requirements, Subsection 1.4.1.

12. QUESTION: Will DCFS include a cost of transition in assessing in the total cost of bidder’s responses?

RESPONSE: No, IFB Section 1.12 COUNTY Option to Reject Bids, states in pertinent part: “COUNTY shall not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid...”

13. QUESTION: How will DCFS select an agency for the IFB?

RESPONSE: Please reference IFB Sections 1.10, Final Contract Award by the Board of Supervisors, and 3.0, Bid Review and Selection Process.

14. QUESTION: Because the individual volume from any given client does not reach the 10,000 minimum monthly sample threshold set forth as a bidder’s requirement, we request an exemption to offer a proposal for your agency to consider that will meet and exceed your needs?

RESPONSE: We are not able to lower the minimum requirement as the volume of tests per month has been more than 10,000 tests per month for the past three years.

15. QUESTION: Section 1.4.2 on pages 8-9 of the pdf, Section 10.5 on page 118, and Section 11.4 on page 119: Will the County accept a laboratory that has Department of Health & Human Services CLIA '88 accreditation instead of SAMHSA or CAP/FUDT?

RESPONSE: No, bidder must be accredited by SAMHSA or CAP/FUDT.

QUESTIONS AND ANSWERS

16. QUESTION: IFB Part: APPENDIX D – PRICING SCHEDULE (Page 2 of 3)

Table I calls for Bidder's respective cost for Alcohol Urine Testing and Table II calls for Bidder's respective cost for Alcohol and Drug Urine Testing. In the note underneath the table it states that the "**County's Projected Annual Volume for Table I and II were based on 2017 data**".

What percentage of 2017 Urine Tests screened positive and therefore required confirmatory analysis? (List percentages for "Alcohol" and "both Alcohol and Drugs" separately).

RESPONSE: The positivity rate for drugs and alcohol in 2017 ranged between 14% and 16%. The positivity rate for alcohol only is not tracked.

QUESTIONS AND ANSWERS

CONTRACT

- 1. QUESTION:** Regarding section 1.33.1.3 of Encryption Standards (page 22 of the pdf) and section 9.5.4 Data Encryption Standard (page 101 of the pdf), would the County please define what they require for certification? We would like to understand expectations.

RESPONSE: Please see Appendix D – Required Form 25, Bidder’s Compliance with Encryption Requirements (certification form).
- 2. QUESTION:** Section 7.5.2 on page 58: Would the County allow for insertion of the word “third-party” in front of “claims, demands, damages,” etc.? Would the County also allow for the removal of “without limitation” and replacement with “reasonable?” And would the County consider adding the following sentence to the end of the section?: *Despite the above, in no event shall contractor be obligated to indemnify defend and save harmless the County its officers, officials, employees, contractors, agents to the extent that any action claim or loss occurs or results, in whole or in part, from the acts or omissions of the County its officers, officials, employees, contractors, agents, or third parties.*

RESPONSE: No, this is standard County Contract language. This language only refers to liabilities related to failure by Contractor, its officers, employees, agents, or subcontractors, to comply with the confidentiality requirements of Paragraph 7.5.
- 3. QUESTION:** Section 7.5.8 on page 59: Would the County allow for a notification period consistent with HIPAA instead of 24 hours?

RESPONSE: No, the County requires a Contractor to provide this notice within 24 hours of learning of a suspected breach.
- 4. QUESTION:** Section 8.5.1 on page 62 and 8.6.5 on page 63: Would the County allow for more time to provide the user complaint policy, such as 10 business days instead of 5 business days?

RESPONSE: No, the Contractor shall provide the County with the Contractor’s policy for receiving, investigating and responding to user complaints within five (5) business days after Contract effective date.

QUESTIONS AND ANSWERS

5. **QUESTION:** Section 8.25.2 on page 77-78: *The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein.* The limits applicable to the County will be determined by the insurer at time of a claim in accordance with policy terms and conditions. Would the County allow instead for an increase of required policy limits?
- RESPONSE:** This is standard County Contract language. The limits of your policy must be at least the same as the required minimum limits in the Contract. It is acceptable if your policy has a higher limit.
6. **QUESTION:** Section 8.26 on page 79: Our policy is written on CG 00 02, the Claims Made form. Would this be acceptable to the County?
- RESPONSE:** No, this is standard County Contract language. The insurance requirement must be met prior to the Contract being executed.
7. **QUESTION:** Section 8.26.3 on page 80, first bullet: We do not have separate insurance for Sexual Misconduct; however, our Commercial General Liability policy does not have an exclusion for Sexual Misconduct. Would this be acceptable?
- RESPONSE:** No, this is standard County Contract language.
8. **QUESTION:** Section 8.29.6 on page 83: Would the County consider limiting this access to employees with direct contact with participants? There are already employment requirements set in this contract that hold the Contractor responsible for meeting certain background checks.
- RESPONSE:** No, this provision 8.29 applies to Contractor's compliance with nondiscrimination and affirmative action requirements.
9. **QUESTION:** Section 8.39 Record Retention on page 86: Would the County allow for electronic record keeping?
- RESPONSE:** Yes, the County allows for electronic record keeping. Please ensure to follow Section 9.5, Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard in the Contract.
10. **QUESTION:** Section 8.43 and 8.44 page 90: Would the County allow for reciprocal termination language?
- RESPONSE:** No, this is standard County Contract language.

QUESTIONS AND ANSWERS

STATEMENT OF WORK (SOW)

1. **QUESTION:** Section 14.0 Toll-Free Number, page 120: Would the DCFS consider an 800 Number call-in system that uses individual donor call-in codes instead of calling groups by first letter of last name or by testing schedule? Our system identifies the call-in code entered by the donor and indicates whether or not the donor should report in for testing the next day. Each donor simply enters their unique code to see if they need to come in for testing. This also allows our system to track whether or not donors are even calling in and captures this information for authorized users to view. This also would allow for fluidity when schedules are changed for specific donors.

RESPONSE: No, the process described in the IFB is the County's preference at this time.

2. **QUESTION:** IVR- alpha IVR does not support best practices and compliance data would be limited using this method. Is there latitude to use PINS and DOB versus alpha?

RESPONSE: No, the process described in the IFB is the County's preference at this time.

3. **QUESTION:** Under client '800' hotline number – Is the County open to using a pin-based notification system generated by the Contractor?

RESPONSE: No, the process described in the IFB is the County's preference at this time.

4. **QUESTION:** Would the County please provide the current script and options heard by the testing participant when they call the 800 number?

RESPONSE: Following is a sample of the current script:

“You have reached the Department of Children and Family Services. For English press one, for Spanish press two. For random press one, for weekly press two. If your last name begins with the letter “A” as in apple, please report to the collection site Tuesday, November 26, 2019”.

This script is also presented in Spanish.

5. **QUESTION:** Will the County allow for the Contractor to determine the random schedule and notify the clients through the Contractors automated system?

RESPONSE: No, the process described in the IFB is the County's preference at this time.

QUESTIONS AND ANSWERS

6. **QUESTION:** If County prefers not to use the Contractor's notification line, how will the Contractor track or be notified when clients are scheduled to test?
- RESPONSE:** The random and weekly schedules will be provided via email to the Contractor on a monthly basis.
7. **QUESTION:** How often will County communicate Weekly or Specialized schedules to Contractor?
- RESPONSE:** Please refer to response to question #6 above.
8. **QUESTION:** Section 3.20 on page 109: Does the County require specific Hydromorphone and Oxymorphone tests to be included in the screen, or is it acceptable for these to be grouped into a general Oxycodone screen (where they will be detected but are not the specific target drug) with the Hydromorphone and Oxymorphone broken out specifically during confirmation?
- RESPONSE:** DCFS finds it acceptable for Hydromorphone and Oxymorphone tests to be grouped into a general Oxycodone screen (where they will be detected but are not the specific target drug) with Hydromorphone and Oxymorphone broken out specifically during confirmation.
9. **QUESTION:** The CONTRACTOR is to comply with the most current SAMHSA recommended cutoff levels for alcohol and the Five Panel Drug Test and Other Drugs.
- Can you please provide the cutoff levels that are currently being utilized by the County?
- RESPONSE:** The Statement of Work requires that the Contractor comply with SAMHSA cutoff levels with DCFS having final approval for any discrepancies that may arise.
10. **QUESTION:** Please provide the cutoff levels of the "Other Drugs."
- RESPONSE:** The current Contract does not include the "other drugs". The IFB Statement of Work requires that the Contractor comply with SAMHSA cutoff levels with DCFS having final approval for any discrepancies that may arise.
11. **QUESTION:** Section 10.1.1 on page 118: Would the County consider industry standard cutoffs that may not be in line with SAMHSA, such as an Opiates screen cutoff of a more sensitive 300ng/mL instead of 2000ng/mL?
- RESPONSE:** The IFB Statement of Work requires that the Contractor comply with SAMHSA cutoff levels with DCFS having final approval for any discrepancies that may arise.

QUESTIONS AND ANSWERS

12. QUESTION: Please specify the specific drugs requested under Benzo drug class with cutoffs.

RESPONSE: Benzodiazepine drugs that will be required to be included in testing are as follows: alprazolam, clonazepam, lorazepam, diazepam, nordiazepam, oxazepam, and temazepam. The most current SAMHSA cut off levels are to be utilized for benzodiazepines by Contractor. Statement of Work Section 3.20.1, Five Panel Drug Test, has been revised via Addendum Two to the IFB to include the listed Benzodiazepine drugs.

13. QUESTION: Regarding section 10.4 on page 118: It is stated that the Contractor would send out samples to outside laboratories at no charge at the request of the Court. Who would pay for the actual test?

RESPONSE: The Contractor will incur all costs.

14. QUESTION: CONTRACTOR shall analyze urine samples collected for alcohol testing for clients testing specifically for alcohol, or for alcohol tests specified in conjunction with drug tests.

There are 2 types of alcohol testing: 1) parent alcohol and 2) EtG/Ets biomarker/metabolites. Parent alcohol testing is limited to approximately 8-12 hours post-consumption. EtG/EtS are metabolites that can indicate ethanol exposure from as soon as 2 hours and up to 96 hours post-consumption. What type of alcohol testing does the County prefer?

RESPONSE: The County is requiring only Ethanol alcohol testing. Statement of Work Section 11.0, Alcohol Analysis and Certification has been revised to include the requirement of Ethanol alcohol testing only via Addendum Two to the IFB.

15. QUESTION: All samples that screen positive for alcohol will automatically be tested for urine glucose (at no additional charge to COUNTY) to identify the possibility of fermentation due to diabetic conditions of the client.

A glucose test is not necessary when testing for EtG. Would the County be willing to remove this requirement if an EtG test is performed to test for alcohol consumption?

RESPONSE: The County is requiring only Ethanol Alcohol testing. Glucose testing will remain as required in IFB Statement of Work Section 11.0, Alcohol Analysis and Certification. Statement of Work Section 11.0, Alcohol Analysis and Certification has been revised to include the requirement of Ethanol alcohol testing only via Addendum Two to the IFB.

QUESTIONS AND ANSWERS

16. QUESTION: IFB Part: APPENDIX B: EXHIBIT A - STATEMENT OF WORK Alcohol Analysis 11.0, 11.1 (page 14)

Please specify the type of Alcohol Testing desired: CONTRACTOR shall analyze urine samples collected for alcohol testing for clients testing specifically for alcohol, or for alcohol tests specified in conjunction with drug tests.

Does this refer to ethanol testing (which is designed to detect the presence and concentration of alcohol at the time of collection) or does it refer to ethyl glucuronide (**EtG**) testing (which can be utilized to detect a byproduct of **ethanol** to identify whether alcohol had been consumed during the 80 hours prior to collection)?

RESPONSE: Please refer to response to Question #14 above.

17. QUESTION: Section 11.0 page 119: Please verify that the alcohol testing required is for ethanol and not for ethyl glucuronide (alcohol metabolite).

RESPONSE: Please refer to response to Question #14 above.

18. QUESTION: Section 11.2 page 119: Would the County allow for a yeast test on positive alcohols instead of a glucose test? Yeast is a better fermentation indicator because glucose can be consumed during the fermentation process and not be detected.

RESPONSE: Please refer to response to Question #15 above.

19. QUESTION: Listing of Collection Sites, page 140: If vendors have a few collection sites that are not established currently but they intend to lease space for one or multiple collection sites following award, would this be acceptable to the DCFS? How should vendors indicate this on Exhibit A-7?

RESPONSE: Yes, it is acceptable to DCFS. Bidders should indicate on Exhibit A-7 that location is to Be Determined. However, the collection sites must be fully operational within 30 days of Contract award as mentioned in IFB Statement of Work Section 7.0, Collection Sites, Sub-section 7.5.1.

20. QUESTION: Section 16.3 page 125 and Sample Invoice page 146: Would the DCFS allow for other formats for invoicing? For example, our invoice contains the date of the result, the donor's ID (name and unique number assigned by the DCFS), the accession number, the test code, description of the test, and the amount per test. All other information would be included in the donor profile or on the test result which would be available online through our web portal. Would this be acceptable?

RESPONSE: No, the format in the IFB for invoicing will remain.

QUESTIONS AND ANSWERS

- 21. QUESTION:** Please verify that all services and tests under this contract will be billed to the DCFS directly and not through a third-party pay or such as Medicaid.
- RESPONSE:** DCFS would be billed directly for all contracted drug and alcohol testing.
- 22. QUESTION:** Is DCFS aware that adding Zolpidem will require that the specimens be split into two and screened by two separate analyzers? Is DCFS aware of the cost increase that comes with the inclusion of Zolpidem?
- RESPONSE:** The prospective bid is to include all associated costs to test for Zolpidem.
- 23. QUESTION:** Is the IT requirement change expected to be “live” at the date of the new contract?
- RESPONSE:** DCFS will work with prospective vendor before implementation of web services. This will enable the Bureau of Information Systems and vendor to develop, test, and implement solutions prior to going live with the new Contract.
- 24. QUESTION:** Saliva tests, approved by US Department of Transportation, is cheaper to test. Will DCFS consider? Saliva tests may cut the cost in half and detection costs will be cut in half as well. There are twice as many positive results and is cost effective.
- RESPONSE:** No, the process for urine sample testing described in the IFB is the County’s preference at this time.
- 25. QUESTION:** COMMENT: The comment made about more positives with saliva than urine, I would ask for verification proving this. Urine detects most drugs up to 72 hours. Saliva detects most drugs up to 36 hours. Saliva is also not recommended for detecting marijuana.
- RESPONSE:** Please refer to response to question #24 above.
- 26. QUESTION:** How does DCFS select people for testing?
- RESPONSE:** The clients, who are suspected of substance abuse, are referred by their assigned DCFS Children’s Social Worker.
- 27. QUESTION:** DCFS current panel includes Hydrocodone but not Hydromorphone. The new IFB requires to include Hydromorphone however, Hydrocodone was not listed under the five panel drug test or other drugs. Does this mean that DCFS do not require the testing result for Hydrocodone?
- RESPONSE:** Hydrocodone testing will be required in the five panel drug test under Opiates. Statement of Work Section 3.20.1, Five Panel Drug Test, has been revised to include Hydrocodone via Addendum Two to the IFB.

QUESTIONS AND ANSWERS

The five drug panel consists of the following drugs:

- Opiate panel: morphine, codeine & hydrocodone (Vicodin);
- Amphetamines: amphetamine, methamphetamine & MDMA (Ecstasy);
- Cocaine metabolites;
- Cannabinoids (marijuana); and
- Phencyclidine (PCP).

28. QUESTION: Would the County please elaborate how court-ordered, on-demand referral testing currently works?

RESPONSE: During a Juvenile Dependency Court proceeding, the Court may order an on demand test for the client to test the same day or order tests to be completed on an on demand basis.

29. QUESTION: Is the County willing to consider a vendor that can place male and female collectors at DCFS office locations and perform all required collections at DCFS offices rather than maintaining brick & mortar collection sites?

RESPONSE: No, the Contractor is required to establish and maintain collection sites as described in the IFB Statement of Work Section 7.0, Collection Sites.

30. QUESTION: Can the County please provide historical or expected number of samples at each collection site? This will greatly aid in the calculation of staffing costs.

RESPONSE: This information is not currently tracked. However, each collection site is required to have one male and one female on duty during operating hours.

31. QUESTION: When requests for outside retests of samples are made by the Juvenile Dependency Court, CONTRACTOR shall send the sample to the designated outside laboratory at no charge to COUNTY. The requestor shall make all necessary arrangements with the outside laboratory performing the retest.

How many times did this occur in the last year?

RESPONSE: This information is not currently tracked.

32. QUESTION: CONTRACTOR shall establish and maintain a “warm line” with additional staff as monitored by COUNTY between the peak hours of 10:00 AM to 5:00 PM Monday through Friday. A warm line is a designated toll free telephone line for DCFS CSWs and other designated COUNTY personnel to provide information and consultation on test results and COUNTY’s procedures and process related to Drug and Alcohol Testing. CONTRACTOR shall respond to inquiries through the phone line Monday through Friday, during the hours of 8:00 AM to 7:00 PM.

QUESTIONS AND ANSWERS

Can you please clarify the hours listed in this item? One reference is 10:00 AM to 5:00 PM while the other is 8:00 AM to 7:00 PM. Please clarify the difference in these two time periods noted.

RESPONSE: The requirement is for warm line staff to be available from 8 AM to 7 PM. The hours of 10 AM to 5 PM are noted to specify the peak hours of calls. Statement of Work Section 13.0, Warm Line, has been revised via Addendum Two to the IFB.

33. QUESTION: The recorded message shall be in both English and Spanish under both the Random Testing option and the Weekly Testing option and shall indicate the first letter of the last name of those individuals who must report for random or weekly testing, along with the day and date on which the sample will be collected.

Use of the “first letter of the last name” does not result in truly random testing. For example, the same people will show up for testing on the same day. The County will get better outcomes, decreased costs, and added compliance (deterrence and therapeutic) if it adopts truly randomized testing. Would the County consider a truly random alternative to the “first letter of the last name” testing schedule?

RESPONSE: No, the process described in the IFB is the County’s preference at this time.

QUESTIONS AND ANSWERS

- 34. QUESTION:** CONTRACTOR shall be able to send electronic test results in an encrypted transaction file every hour between 6:00 AM and 6:00 PM through Web API (REST/JSON) secured web services on each business day.

Can the County please provide a sample message for an electronic test result?

RESPONSE:



```
result - Notepad
File Edit Format View Help
{
  "ResultHeader": {
    "Date": "20191127130001"
  },
  "ResultBody": [
    {
      "DetSeq": 1000,
      "DrugTestDate": "20191127130001",
      "TestType": "5 DRUG PANEL W/ ALC & MDMA (DCFS)",
      "Substance": "CREATININE = 16.6 MG/DL",
      "Result": "POSTIVE",
      "SubstLevel": "1492 NG/ML",
      "H17Segment": "PID",
      "AccessionNo": "V1234567",
      "DateReceived": "20191127130001",
      "DateReported": "20191127130001",
      "SpecimenId": "2436573",
      "PatientName": "JOHN DOE",
      "PatientSex": "M",
      "PatientDob": "19820127"
    },
    {
      "DetSeq": 1001,
      "DrugTestDate": "20191127130001",
      "TestType": "5 DRUG PANEL W/ ALC & MDMA (DCFS)",
      "Substance": "CREATININE = 16.6 MG/DL",
      "Result": "POSTIVE",
      "SubstLevel": "1492 NG/ML",
      "H17Segment": "PID",
      "AccessionNo": "V1234567",
      "DateReceived": "20191127130001",
```

- 35. QUESTION:** CONTRACTOR shall also provide and maintain a web-based drug test results system (CONTRACTOR's web-based system) that includes alcohol or drug test analysis and allows COUNTY staff who submit an alcohol or drug test referral the ability to have web based access to obtain results. The web based drug test results system shall allow COUNTY staff to view and print results for that day, as well as any prior test date results needed for a client participating in the testing program that is part of their caseload.

How many users will need access to the web results portal?

RESPONSE: Up to 50 users will need to have access to the web results portal.

QUESTIONS AND ANSWERS

36. QUESTION: The records in the encrypted test results transaction file will contain the following:

- a) DCFS Sequence Number.
- b) Results for each substance tested.
- c) Testing Date.
- d) Testing Site.
- e) Sample ID.
- f) Indicator if it is a "No show."
- g) Indicator if sample is contaminated.

Will the County please define what would be considered a "contaminated" sample?

RESPONSE: Urine can easily be contaminated by bacteria, cells and other substances. In these situations, it means that specimen is not suitable for testing. Contractor shall have the expert knowledge to determine if the sample has been changed in a manner to invalidate the testing.

37. QUESTION: As a temporary measure for the delivery of test results, CONTRACTOR may deliver test results by courier at CONTRACTOR's expense if and when both COUNTY's and CONTRACTOR'S web-based systems are unavailable.

Will the County accept delivery of results via a secure fax or secure email if the web-based systems are unavailable?

RESPONSE: No, the process stated in IFB Statement of Work Section 16.1.9 is the County's preference at this time.

38. QUESTION: On a monthly basis, by the 6th calendar day, CONTRACTOR shall submit a hard-copy of the statistical report to CPM containing the following information:

The monthly statistical report shall be submitted with each monthly CONTRACTOR invoice and shall be required before CPM grants approval of CONTRACTOR invoice.

If the statistical report has to be delivered with the invoice, does that mean that the invoice also has to be completed/delivered by the 6th calendar day? Will the County consider a longer time period for the invoice?

RESPONSE: No, the invoice will be due within thirty (30) days following the last day of the service month. However, a copy of the monthly statistical report must be attached. Statement of Work Sections 16.2.2 and 16.3 have been revised via Addendum Two to the IFB.

QUESTIONS AND ANSWERS

39. QUESTION: Please confirm that the County wants specimens picked up from collection sites every day of the week.

RESPONSE: Specimens should be processed in a manner to meet the test result requirements stated in IFB Statement of Work Section 16.0.

40. QUESTION: Please make sure there is a Court Order on file.

Does the contractor have to maintain the Court Order on file?

RESPONSE: The Contractor does not have to maintain Court Orders on file for any contracted drug testing.

**DCFS Alcohol and Drug Testing
Program Collection Sites
as of 12/11/19**

SPA 1 _____

New Directions Alcohol & Drug Services

1331 W. Avenue J, Suite 206
Lancaster, CA 93534
Hours: Mon- Fri 8:00 am - 7:00 pm
Sat: 9:00 am - 1:00 pm

Two Lifestyles

1224 East Ave. S, Suite C
Palmdale, California 93550
Hours: Mon- Fri 8:00am - 7:00pm

SPA 2 _____

California Diversion Programs

21054 Sherman Way #205
Canoga Park, CA 91303
Hours: Mon–Fri: 8:00 AM - 7:00 PM

National Council on Alcoholism and Drug Dependence (NCADD-Santa Clarita)

24460 Lyons Avenue
Santa Clarita, CA 91321
Hours: Mon-Fri 9am -7 pm

Concentra

25733 Rye Canyon Rd
Valencia, CA 91355
Hours: Mon-Fri 8am - 5pm

Driver Safety School Family Harmony

6740 Kester Ave, Suite 206
Van Nuys, Ca 91405
Mon-Fri 8am-7pm; Sat 9am-1pm

Interagency Drug Abuse Recovery Program- (I-ADARP)

8330 Lankershim Blvd.
North Hollywood, CA 91605

Hours: Mon -Thurs., 9:00am - 1:00pm and 2:00pm - 5:45pm
Fri.: 11am-1pm and 2pm-5:45pm

Concentra

16300 Roscoe Blvd
Van Nuys, CA 91406

Hours: Mon- Fri 8:00am - 11am

SPA 3 _____

Altadena Recovery Center

3025 N. Lincoln Ave
Altadena, CA 91101

Hours: Mon-Fri 8am-7pm
Sat 9am-1pm

Azusa Medical Mental Health

472 South Citrus Ave
Azusa, CA 91702

Hours: Mon-Fri 8am-10:30am and 11am-1pm

National Council on Alcoholism and Drug Dependence (NCADD)

**4626 North Grand Ave.
Covina, CA 91724**

**Hours: Mon-Thurs: 8:30am-7pm
Fri: 8:30am-5:30pm**

Integrative Urgent Care

148 N Grand Ave.
Glendora, CA 91741

Hours: Mon- Fri 12 PM- 7 PM

Healthpoint

5345 N. Irwindale Ave.
Irwindale, CA 91706

Hours: Mon-Fri 8am-4:30pm

New Perception To Living

404 North Gibbs St
Pomona, CA 91767

Hours: Monday-Friday 8am-7pm

NCADD

656 N. Park Ave
Pomona, CA 91768

Hours: Mon. – Fri., 9:00am - 5:45pm

SPA 4 _____

Clinica Romero

2032 Marengo Street
Los Angeles, CA 90033
Hours: Mon. - Fri. 8:00am - 7:00pm
Saturday: 9:00 am - 1:00pm

SPA 5 _____

Driver Safety School Family Harmony

4323 Sepulveda Blvd
Culver City, CA 90230
Hours: Mon-Fri 8am-7pm
Saturday 9am-1pm

The Ness Counseling Center

8512 Whitworth Dr.
Los Angeles, CA 90035
Hours: Monday –Thursday: 8:30am-6:30pm
Friday: 8:30am-3:00pm

SPA 6 _____

Family Source Center

1212 E. 108th Street
Los Angeles, CA 90059
Hours: Mon- Fri 8:00am – 7pm

Rebuild California Alliance

7656 South Avalon Blvd
Los Angeles, CA 90003
Hours: Mon- Fri 8:00am - 7pm

Shields Place of Family

9307 S. Central Ave
Los Angeles, CA 90003
Hours: Mon- Fri 8:00am - 1:00pm and 2:00pm - 7:00pm
Saturday 9:00am - 1:00pm

South Central Family Health Center

4425 S. Central Ave.
Los Angeles, CA 90011
Hours: Hours: Mon-Fri 8am-6pm

Tri-City Medical Group

11900 South Avalon Blvd #100
Los Angeles, CA 90061
Hours: Mon- Fri 10AM -12 PM and 2 PM- 4 PM

Turning Point Alcohol & Drug Education

3756 Santa Rosalia #617
Los Angeles, CA 90008
Hours: Mon-Fri 11:00am-7:00pm

You Can Health Services

600 W. Manchester Ave. #5
Los Angeles, CA 90044
Hours: Mon- Fri 3 PM -7 PM

SPA 7

Clinica Familiar San Lucas

11050 South Atlantic Ave
Lynwood, CA 90262
Hours: Mon-Thur 8am- 1pm and 2pm -5pm
Fri 8am- 1pm and 2pm -7pm

Mela Counseling Services Center, Inc.

5723 Whittier Blvd.
Los Angeles, CA 90022
Hours: Mon. - Fri., 8:00am - 7:00 PM
Saturday: 9:00am - 1:00pm

L.A.C.A.D.A

11015 Bloomfield Ave,
Santa Fe Springs, CA 90670
Hours: Mon. – Thurs., 9:00am - 7:00pm
Fri. 9:00am - 5:00pm
Saturday 9am-1pm

SPA 8

Catalina Island Medical

100 Falls Canyon Rd
Avalon, CA 90704
Hours: Mon-Fri 8am-5pm

West Health Medical Group

1035 South Prairie Ave., Unit 1
Inglewood, CA 90301
Hours: Mon - Fri 8:00 am - 7:00 pm
Saturday: 9:00am - 1:00pm

Tarzana Treatment Center

5190 Atlantic Ave.
Long Beach, CA 90805
Hours: Mon. – Fri.: 8:00 AM - 7:00 PM

Care On Site

1250 Pacific Avenue
Long Beach, CA 90813
Hours: Mon. – Fri.: 8:00am - 11:00am

Concentra

21081 S. Western Ave. Ste. 150
Torrance, CA 90501
Hours: Mon-Fri 8am-5pm;

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
BIDDER'S CONFERENCE ATTENDEES (Invitation For Bids CMS #17-0049-1)
(Tuesday, October 22, 2019 - 10:00AM)

Attachment 2

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>AverHealth</u> (Please Print Clearly) Address: <u>2916 W Marshall Street Suite A</u> City and State: <u>Richmond, Va</u> Zip Code: <u>23230</u>	Name: <u>Brian Witte</u> (Please Print Clearly) Title: <u>Area Manager</u>	Phone: (559) <u>697</u> - <u>6255</u> Fax: (559) <u>697</u> - <u>6255</u> E-mail: <u>BWitte@averhealth.com</u>
Agency Legal Name: <u>AverHealth</u> (Please Print Clearly) Address: <u>2916 W Marshall Street Suite A</u> City and State: <u>Richmond, Va</u> Zip Code: <u>23230</u>	Name: <u>Andrew Stolz</u> (Please Print Clearly) Title: <u>Business Development Manager</u>	Phone: (970) <u>415</u> - <u>1106</u> Fax: (970) <u>415</u> - <u>1106</u> E-mail: <u>AStolz@averhealth.com</u>
Agency Legal Name: <u>Treatment Assessment Screening Center</u> (Please Print Clearly) Address: <u>4016 N Black Canyon Hwy</u> City and State: <u>Phoenix AZ</u> Zip Code: <u>85017</u>	Name: <u>Marrya Briggs</u> (Please Print Clearly) Title: <u>Chief Operating Officer</u>	Phone: (602) <u>254</u> - <u>7328</u> Fax: (602) <u>255</u> - <u>0851</u> E-mail: <u>MBriggs@Tascosolutions.org</u>
Agency Legal Name: <u>Abbott Labs</u> (Please Print Clearly) Address: <u>3650 Westwood Blvd</u> City and State: <u>San Jose CA</u> Zip Code: <u>95133</u>	Name: <u>Andrew Gilberts</u> (Please Print Clearly) Title: <u>Sale Executive</u>	Phone: (707) <u>570</u> - <u>4477</u> Fax: () _____ - _____ E-mail: <u>andrew.gilberts@abbott.com</u>
Agency Legal Name: <u>WEHAB LLC</u> (Please Print Clearly) Address: <u>9351 Wilshire Blvd #315</u> City and State: <u>Beverly Hills</u> Zip Code: <u>90212</u>	Name: <u>Adam Lawson</u> (Please Print Clearly) Title: <u>Manager</u>	Phone: (213) <u>631</u> - <u>0305</u> Fax: () _____ - _____ E-mail: <u>adam@wehab.io</u>

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
BIDDER'S CONFERENCE ATTENDEES (Invitation For Bids CMS #17-0049-1)
 (Tuesday, October 22, 2019 - 10:00AM)

DCFS Staff

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>DCFS CAD</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Taylor Coleman</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS CAD</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Maral Ghiulezion</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS CAD</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Soel Diaz</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS CAD</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Christina Byun</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS CAD</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Jina Song</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
BIDDER'S CONFERENCE ATTENDEES (Invitation For Bids CMS #17-0049-1)
 (Tuesday, October 22, 2019 - 10:00AM)

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>Donna F D CFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Donna Fernandez</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>NAYAT HIKTAFYAN</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Stephe Paq</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>EDIE OCA</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>RAMOS, JOSE</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
BIDDER'S CONFERENCE ATTENDEES (Invitation For Bids CMS #17-0049-1)
(Tuesday, October 22, 2019 - 10:00AM)

DCFS STAFF

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>BIS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Vian Scott Su</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS CAD</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>MARTIN RODRIGUEZ</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS BIS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>MARCELINO RAMOS</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: _____ (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: _____ (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: _____ (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: _____ (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
MANDATORY BIDDER'S CONFERENCE #2 ATTENDEES (Invitation For Bids CMS #17-0049-1)
 (Monday, November 18, 2019 - 10:00AM)

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>Accurate Screening</u> (Please Print Clearly) Address: _____ City and State: <u>OKLAHOMA CA</u> Zip Code: _____	Name: <u>Will Walls</u> (Please Print Clearly) Title: <u>Business Development Manager</u>	Phone: <u>(510) 387-0324</u> Fax: <u>(510) 777-0905</u> E-mail: <u>Rjones@accuratescreening.com</u>
Agency Legal Name: <u>Treatment Assessment Screening Center</u> (Please Print Clearly) Address: <u>4016 N Black Canyon Hwy</u> City and State: <u>Phoenix AZ</u> Zip Code: <u>85017</u>	Name: <u>Marya Briggs-Raygoza</u> (Please Print Clearly) Title: <u>COO</u>	Phone: <u>(602) 417-2223</u> Fax: <u>(602) 255-0551</u> E-mail: <u>mbriggs@tascsolutions.org</u>
Agency Legal Name: Jeff Lanzetta <u>Pactox</u> (Please Print Clearly) Address: <u>9748 Desoto</u> City and State: <u>CHATS WORTH</u> Zip Code: <u>71311</u>	Name: <u>Jeff Lanzetta</u> (Please Print Clearly) Title: <u>CEO</u>	Phone: <u>(818) 678-4405</u> Fax: <u>(818) 585-2671</u> E-mail: <u>JLanzetta@SISCcloud.com</u>
Agency Legal Name: <u>Norton Medical Industries</u> (Please Print Clearly) Address: <u>6265 Sepulveda Blvd</u> City and State: <u>Van Nuys CA</u> Zip Code: <u>91405</u>	Name: <u>Fred Springer</u> (Please Print Clearly) Title: <u>Program Administrator</u>	Phone: <u>(805) 243-7469</u> Fax: () - - E-mail: <u>Admin@Nortonmedical.com</u>
Agency Legal Name: <u>Norton Medical Industries</u> (Please Print Clearly) Address: <u>6265 Sepulveda</u> City and State: <u>VAN NUYS</u> Zip Code: <u>91411</u>	Name: _____ (Please Print Clearly) Title: _____	Phone: <u>(818) 621-1866</u> Fax: <u>(818) 779-9000</u> E-mail: <u>dr.zablen@NortonMedical.com</u>

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
MANDATORY BIDDER'S CONFERENCE #2 ATTENDEES (Invitation For Bids CMS #17-0049-1)
(Monday, November 18, 2019 - 10:00AM)

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>Biotech Screening / Cordant Health Care Solutions</u> (Please Print Clearly) Address: <u>116 Hayward CT</u> City and State: <u>Roseville, CA</u> Zip Code: <u>95747</u>	Name: <u>Eric Fitzsimons</u> (Please Print Clearly) Title: <u>CEO</u>	Phone: (480) <u>292</u> - <u>0203</u> Fax: () _____ - _____ E-mail: <u>Eric@biotechscreening.com</u>
Agency Legal Name: <u>Pacific Toxicology Lab</u> (Please Print Clearly) Address: <u>9418 Desoto Ave</u> City and State: <u>Chatsworth CA</u> Zip Code: <u>91311</u>	Name: <u>Rana Starezi</u> (Please Print Clearly) Title: <u>vp of marketing & Compliance</u>	Phone: (818) <u>678</u> - <u>4409</u> Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>Phamatech, Inc.</u> (Please Print Clearly) Address: <u>15175 Innovation Drive</u> City and State: <u>San Diego, CA</u> Zip Code: <u>92128</u>	Name: <u>Ian White</u> (Please Print Clearly) Title: <u>Contract Specialist</u>	Phone: (858) <u>386</u> - <u>6215</u> Fax: () _____ - _____ E-mail: <u>iwhite@phamatech.com</u>
Agency Legal Name: _____ (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: _____ (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: _____ (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: _____ (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
MANDATORY BIDDER'S CONFERENCE #2 ATTENDEES (Invitation For Bids CMS #17-0049-1)
 (Monday, November 18, 2019 - 10:00AM)

DCFS

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>DCFS - CAD</u> <small>(Please Print Clearly)</small> Address: _____ City and State: _____ Zip Code: _____	Name: <u>JINA SONG</u> <small>(Please Print Clearly)</small> Title: <u>ASMI</u>	Phone: (213) <u>351</u> - <u>5553</u> Fax: () _____ - _____ E-mail: <u>songj@dcsf.lacounty.gov</u>
Agency Legal Name: <u>DCFS - CAD</u> <small>(Please Print Clearly)</small> Address: _____ City and State: _____ Zip Code: _____	Name: <u>Christina Byun</u> <small>(Please Print Clearly)</small> Title: <u>STC</u>	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: <u>byunc@dcsf.lacounty.gov</u>
Agency Legal Name: <u>DCFS - CAD</u> <small>(Please Print Clearly)</small> Address: _____ City and State: _____ Zip Code: _____	Name: <u>Joel Diaz</u> <small>(Please Print Clearly)</small> Title: <u>ASM I</u>	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS - CAD</u> <small>(Please Print Clearly)</small> Address: _____ City and State: _____ Zip Code: _____	Name: <u>Dana Lee</u> <small>(Please Print Clearly)</small> Title: <u>ASMI</u>	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS - dcfs</u> <small>(Please Print Clearly)</small> Address: _____ City and State: _____ Zip Code: _____	Name: <u>NAYAZ MUTAMM</u> <small>(Please Print Clearly)</small> Title: <u>COA I</u>	Phone: (323) <u>900</u> - <u>2366</u> Fax: () _____ - _____ E-mail: _____

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
MANDATORY BIDDER'S CONFERENCE #2 ATTENDEES (Invitation For Bids CMS #17-0049-1)
 (Monday, November 18, 2019 - 10:00AM)

DCFS

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>DCFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Donna Fernandez</u> (Please Print Clearly) Title: <u>CSA III</u>	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS - CWHS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Stephe Bartack-Page</u> (Please Print Clearly) Title: <u>CSA I</u>	Phone: (822) <u>900-2349</u> Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Ernie Oca</u> (Please Print Clearly) Title: _____	Phone: (213) <u>391-5685</u> Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Vian Scott Sr</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>dcfs</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>Naral Ghulezian</u> (Please Print Clearly) Title: <u>ASH I</u>	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____

Department of Children and Family Services – Contracts Administration Division
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
MANDATORY BIDDER'S CONFERENCE #2 ATTENDEES (Invitation For Bids CMS #17-0049-1)
(Monday, November 18, 2019 - 10:00AM)

AGENCY / VENDOR	CONTACT PERSON	PHONE, FAX NUMBER and E-Mail Address
Agency Legal Name: <u>BIS</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>MARCELIANO RAMOS</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: <u>DCFS - CAD</u> (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: <u>TAM TOR COLLEMAN</u> (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: _____ (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: _____ (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: _____ (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: _____ (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____
Agency Legal Name: _____ (Please Print Clearly) Address: _____ City and State: _____ Zip Code: _____	Name: _____ (Please Print Clearly) Title: _____	Phone: () _____ - _____ Fax: () _____ - _____ E-mail: _____

**URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT**

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

PACIFIC TOXICOLOGY LABORATORIES, INC

**Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020**

JANUARY 1, 2016

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT

TABLE OF CONTENTS

Section Number and Title	Page
PART I: UNIQUE TERMS AND CONDITIONS	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	2
2.0 TERM.....	3
3.0 CONTRACT SUM.....	4
4.0 INDEMNIFICATION	5
5.0 INSURANCE REQUIREMENTS.....	5
6.0 INVOICES AND PAYMENTS	10
7.0 BACKGROUND AND SECURITY INVESTIGATIONS	16
8.0 CONFIDENTIALITY	17
9.0 CONTRACTOR'S STAFF IDENTIFICATION.....	18
10.0 NOTICES.....	18
11.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	19
12.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM	19
PART II: STANDARD TERMS AND CONDITIONS	21
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR	21
2.0 ADMINISTRATION OF CONTRACT – COUNTY	21
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	22
4.0 ASSIGNMENT AND DELEGATION	22
5.0 AUTHORIZATION WARRANTY	23
6.0 BUDGET REDUCTION.....	23
7.0 CHANGES AND AMENDMENTS	23
8.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	24
9.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	25
10.0 COMPLAINTS	25
11.0 COMPLIANCE WITH APPLICABLE LAWS	26
12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	27
13.0 COMPLIANCE WITH JURY SERVICE PROGRAM	27
14.0 CONDUCT OF PROGRAM	28
15.0 CONFLICT OF INTEREST	29
16.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	29
17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	29
18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING	30
19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)	30
20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	30
21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	32
22.0 CONTRACTOR'S WORK	33
23.0 COUNTY'S QUALITY ASSURANCE PLAN.....	33

24.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	33
25.0	EMPLOYEE BENEFITS AND TAXES	34
26.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	34
27.0	EVENTS OF DEFAULT	34
28.0	FAIR LABOR STANDARDS	35
29.0	FIXED ASSETS	36
30.0	FORMER FOSTER YOUTH CONSIDERATION	36
31.0	GOVERNING LAW, JURISDICTION, AND VENUE	36
32.0	INDEPENDENT CONTRACTOR STATUS.....	37
33.0	LIQUIDATED DAMAGES	37
34.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	38
35.0	MOST FAVORED PUBLIC ENTITY	39
36.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	39
37.0	NON EXCLUSIVITY	40
38.0	NOTICE OF DELAYS	40
39.0	NOTICE OF DISPUTE.....	40
40.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	40
41.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	41
42.0	PROPRIETARY RIGHTS.....	41
43.0	PUBLIC RECORDS ACT	42
44.0	PUBLICITY	43
45.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	43
46.0	RECYCLED-CONTENT PAPER.....	44
47.0	SAFELY SURRENDERED BABY LAW	45
48.0	SHRED DOCUMENT	45
49.0	SUBCONTRACTING	45
50.0	TERMINATION FOR CONTRACTOR'S DEFAULT	47
51.0	TERMINATION FOR CONVENIENCE	49
52.0	TERMINATION FOR IMPROPER CONSIDERATION.....	49
53.0	TERMINATION FOR INSOLVENCY	50
54.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	50
55.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	51
56.0	USE OF FUNDS	51
57.0	VALIDITY.....	52
59.0	WARRANTY AGAINST CONTINGENT FEES.....	52
60.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION.....	52
61.0	TIME OFF FOR VOTING.....	52

LIST OF EXHIBITS:

- EXHIBIT A: STATEMENT OF WORK**
- Exhibit A-1: Performance Requirements Summary
- Exhibit A-2: User Complaint Report
- Exhibit A-3: Sample DCFS Forms
- Exhibit A-4: Listing of 21 Designated Zip Code Areas for Collection Sites: Monday-Friday

- Exhibit A-5: Listing of Eight Designated Zip Code Areas for Collection Sites: Saturday or Sunday
- Exhibit A-6: Listing of Los Angeles County DCFS Regional Offices by SPA
- Exhibit A-7: Proposer Form for Listing of Collection Sites
- Exhibit A-8: Sample of Vendor Invoice
- Exhibit B-1: Bid Price
- Exhibit B-2: Line Item Budget
- Exhibit C: CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- Exhibit D: Small Business Enterprise (SBE) / Community Business Enterprise (CBE) Form
- Exhibit E-1: CONTRACTOR Acknowledgement and Confidentiality Agreement
- Exhibit E-2: CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
- Exhibit F-1: Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit F-2: OMB A-122:
http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a122/a122_2004.pdf
- Exhibit F-3: 45 CFR 74.27:
<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>
- Exhibit G: Internal Revenue Notice 1015
- Exhibit H: Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- Exhibit I: Safely Surrendered Baby Law Fact Sheet
- Exhibit J: CONTRACTOR's Administration
- Exhibit K: COUNTY's Administration
- Exhibit L: Charitable Contributions Certification
- Exhibit M: Disabled Veterans Business Enterprise Preference Program (DVBE)

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
URINE SAMPLE FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT**

Urine Sample/Drug and Alcohol Testing Services (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of January 2016, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Pacific Toxicology Laboratories, Inc.
hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide funding for urine sample for drug and alcohol testing services; and

WHEREAS, the CONTRACTOR is a private company engaged in providing urine sample for drug and alcohol testing services; and

WHEREAS, this contract shall provide services pursuant to the provisions of State Assembly Bill 84; and

WHEREAS, this contract shall provide services pursuant to the provisions of the Office of Management and Budget (OMB) Circular A-122; and

WHEREAS, the CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and for the purpose of this Contract, considers itself a sub-recipient insofar as compliance with Office of the Management and Budget (OMB) Circular A-133 and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5 A-6, A-7, A-8, B-1, B-2, C, D, E, F-1, F-2, F-3, G, H, I, J, K, L, and M) are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Contract, (2) Exhibit A, Statement of Work, and (3) Exhibits.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
 - B. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
 - E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

- F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" – means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- K. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- N. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- O. "State" - means the government of California.

2.0 TERM

- 2.1 The term of this Contract shall commence on January 1, 2016 and shall expire on December 31, 2016, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR.

- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager at the address herein provided in Exhibit K, COUNTY's Administration.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is One million five hundred and forty thousand dollars (\$1,540,000).
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B-1, Bid Price for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 6.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 3.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit K, COUNTY's Administration as stated in Part I, Unique Terms and Conditions, Section 10, Notices.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents and volunteers ("County Indemnities") from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any

other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 5.1.2 **Additional Insured Status and Scope of Coverage:** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 5.1.3 **Cancellation of or changes in Insurance:** CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 5.1.4 **Failure to Maintain Insurance:** CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the County may purchase the Required Insurance, and

without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

- 5.1.5 **Insurer Financial Ratings:** Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 5.1.6 **CONTRACTOR's Insurance Shall Be Primary:** CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.7 **Waivers of Subrogation:** To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.8 **Deductibles and Self-Insured Retentions (SIRs):** CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.9 **Claims Made Coverage:** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 5.1.10 **Application of Excess Liability Coverage:** CONTRACTORs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.11 **Separation of Insureds:** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance

Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

5.1.12 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

5.1.13 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

5.2 Insurance Coverage Requirements:

5.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy

the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 5.2.4 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

6.0 INVOICES AND PAYMENTS

- 6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 6.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this

Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

- 6.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Donna Fernandez, Program Manager
425 Shatto Place, Room 500
Los Angeles, CA 90020
Telephone: (213) 351-5714
E-Mail: fernandc@dcfs.lacounty.gov

- 6.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all

payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 6.8.1 Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306, inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.
- 6.8.2 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a)-(d).
- 6.8.3 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate invoices for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 6.8.4 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).
- 6.8.5 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.

6.8.6 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.

6.8.7 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

6.8.8 In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 3. CONTRACTOR may, at its election, forgo an informal hearing and request a State Fair Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

6.9 CONTRACTOR is responsible for the accuracy of all invoices submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted and to notify COUNTY within thirty (30) Days of the receipt of any payment that is incorrect.

6.9.1 All correspondence regarding payment errors shall be sent by either facsimile or first class mail, or by electronic mail.

6.9.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within thirty (30) Days to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the notices/payment to:

County of Los Angeles,
Department of Children and Family Services
Attention: Donna Fernandez, Program Manager
425 Shatto Place, Room 500
Los Angeles, CA 90020
Telephone: (213) 351-5714
Email: fernandc@dcfs.lacounty.gov

6.9.3 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:

DCFS Finance Services Division,
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

6.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five (5) calendar days.

6.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

6.11 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.11.1 COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 -.5, inclusive, and condition CONTRACTOR'S payments on timely submittal of invoices and the provision of requested information, by a date certain. Delay in providing this information as set forth, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

6.11.2 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:

DCFS Finance Services Division,
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

6.11.3 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five (5) calendar days.

- 6.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.13 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in

contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

- 7.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

8.0 CONFIDENTIALITY

- 8.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 8.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit E, "Contractor Acknowledgement and Confidentiality Agreement."
- 8.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 8.6 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or

professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 8.6, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

- 8.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

- 9.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.
- 9.2 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.
- 9.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

10.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class or electronic mail, postage prepaid, addressed to the parties as identified in Exhibit J, CONTRACTOR's Administration and Exhibit K, COUNTY's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party.

11.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 11.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 11.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 11.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 11.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
- 11.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- 11.4.2 In addition to the amount described in Sub-Section 11.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- 11.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 11.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 12.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

12.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

12.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

12.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit J, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit K, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

2.1.1 The responsibilities of the COUNTY's Program Manager include:

2.1.1.1 Ensuring that the objectives of this Contract are met;

2.1.1.2 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;

2.1.1.3 Meeting with CONTRACTOR's Program Director on a regular basis; and

2.1.1.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.1.2 The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.2 COUNTY's Contract Program Monitor

2.2.1 The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination,

COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

- 7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 For any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and COUNTY's Board of Supervisors or the Director, or his designee, in the event the Director has the delegated authority from the Board of Supervisors (BOS).
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Board of Supervisors or Director of DCFS if the Board of Supervisors has delegated the authority to do so.

- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the COUNTY's Board of Supervisors only under the following conditions as applicable:
- 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
 - 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 7.5 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract.

8.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 8.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program
- 8.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
 - 8.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 8.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

9.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D.

10.0 COMPLAINTS

- 10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 10.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
 - 10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
 - 10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.
 - 10.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five business days of receiving the complaint.
- 10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 10.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three business days.

11.0 COMPLIANCE WITH APPLICABLE LAWS

- 11.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 11.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 11.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate

defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H, and incorporated by reference into and made a part of this Contract.

13.1 Written Employee Jury Service Policy

13.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

13.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars

(\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

13.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

13.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with

provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

16.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

18.1 CONTRACTOR shall establish and maintain an accounting system have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions, including contracting billing records management and quality assurance, as described in Exhibit F-1, Auditor-Controller Contract Accounting and Administration Handbook.

18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 20.3 The COUNTY may debar a Contractor if the COUNTY's Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

20.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://laCounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit L, the COUNTY seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

22.0 CONTRACTOR'S WORK

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 24.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 24.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies

available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

25.0 EMPLOYEE BENEFITS AND TAXES

25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

26.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

26.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

27.0 EVENTS OF DEFAULT

27.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

27.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

28.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 17.0 and 16.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to "CONTRACTOR's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

33.2.1 Upon giving five days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at

http://laCounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, 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 one day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit

under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit G.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

42.0 PROPRIETARY RIGHTS

42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any

Public Records Act request for items described in Sub-Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 42.4 for:

42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 42.3;

42.5.2 Any materials, data and information covered under Sub-section 42.2; and

42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

42.8 The provisions of Sub-sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be

liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 43.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

44.0 PUBLICITY

- 44.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

44.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Program Manager. The COUNTY shall not unreasonably withhold written consent.

- 44.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 45.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-

in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 45.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 45.3 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 45.1 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 45.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

46.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

47.0 SAFELY SURRENDERED BABY LAW

47.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

47.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

48.0 SHRED DOCUMENT

48.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

48.2 Documents for record and retention purposes in accordance with Subsection 46.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

- 49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
- 49.2.1 A description of the work to be performed by the Subcontractor
 - 49.2.2 A draft copy of the proposed subcontract; and
 - 49.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 49.4 CONTRACTOR shall remain fully responsible for all performances required prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 49.5 COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 49.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 49.7.1 An executed Exhibit E-2, "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
 - 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification

Number shall not be identical to the CONTRACTOR's Tax Identification Number.

- 49.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
 - 50.1.1 CONTRACTOR has materially breached this Contract;
 - 50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the

performance of this Contract to the extent not terminated under the provisions of this Section.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 USE OF FUNDS

56.1 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

56.2 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary Services, as specified in this Contract. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122 (Exhibit F-2); and 45 CFR 74.27 (Exhibit F-3), and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit F-1).

56.3 CONTRACTOR shall ensure all its uses of AFDC-FC funds it receives or spends are subject to review and/or audit by the COUNTY'S Auditor-Controller, or designee or DCFS, or its designee.

56.3.1 In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by the DCFS, upon demand by COUNTY.

56.3.2 CONTRACTOR agrees all its financial transactions related to its Provision of Services under this Contract are subject to review and/or audit by the COUNTY'S Auditor-Controller, or designee or DCFS, or its designee.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY's Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

61.0 TIME OFF FOR VOTING


The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By 
Philip L. Browning, Director
Department of Children and
Family Services

Pacific Toxicology Laboratories, Inc.

By_ _____

Name_ _____

Title_ CFO

By_ _____

Name_ _____

Title_ CEO

95-3926170

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
Mary C. Wickham., Interim County Counsel

BY 
David Beaudet, Senior Deputy County Counsel

PART H: STATEMENT OF WORK

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**URINE SAMPLE COLLECTION
FOR DRUG AND ALCOHOL TESTING SERVICES**

STATEMENT OF WORK

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
1.0 PREAMBLE.....	1
2.0 INTRODUCTION.....	1
3.0 DEFINITIONS	1
4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS	4
5.0 CONTRACTOR'S REQUIREMENTS	5
6.0 REFERRAL PROCESS.....	6
7.0 COLLECTION SITES	9
8.0 HOURS OF OPERATION	10
9.0 COLLECTION PROCESS	12
10.0 SPECIMEN SCREENING, ANALYSIS, AND CERTIFICATION.....	13
11.0 ALCOHOL ANALYSIS AND CERTIFICATION	14
12.0 CHAIN OF CUSTODY.....	14
13.0 WARM LINE.....	15
14.0 TOLL FREE NUMBER FOR DCFS CLIENTS FOR RANDOM AND WEEKLY TESTING	15
15.0 RECORD KEEPING.....	15
16.0 TEST RESULTS, REPORTS AND INVOICE.....	16
17.0 QUALITY CONTROL PLAN	19
18.0 PROCESS COORDINATION	20
Exhibit A-1: Performance Requirements Summary	21
Exhibit A-2: User Complaint Report (UCR).....	23
Exhibit A-3: Sample DCFS Forms.....	24
Exhibit A-4: Listing of 21 Designated Zip Code Areas for Collection Sites Monday – Friday	31
Exhibit A-5: Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday	32
Exhibit A-6: Listing Of Los Angeles County DCFS Regional Offices by Spa.....	33
Exhibit A-7: Proposer Form for Listing of Collection Sites	34
Exhibit A-8: Sample of Vendor Invoice	40
Exhibit B-1: Bid Price	41
Exhibit B-2: Line Item Budget.....	43

STATEMENT OF WORK

1.0 PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan, Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

2.0 INTRODUCTION

Drug and alcohol testing through urine sample collection is required where parents or primary caregivers/out of home caregivers of children receiving DCFS services are suspected of illicit drug and/or alcohol use and the children have been assessed to be safe in the home of their parents or primary caregiver so long as these caregivers are not consuming illicit drugs or excess amounts of alcohol. Drug and alcohol testing is often one of the final attempts to assess if out-of-home placement of children is necessary (or to facilitate the reunification of children who have been placed out-of-home) if the assessment has been made that the parents or primary caregivers are currently using drugs or alcohol.

CONTRACTOR shall provide Urine Sample Collection for Drug and Alcohol Testing services to the COUNTY as specified in this SOW. CONTRACTOR shall provide sufficient staff, equipment, supplies, facilities and multiple Collection Sites to perform the services of this SOW. All Collection Site practices shall be performed by sufficiently qualified individuals in accordance with all applicable laws and with a respectful and sensitive response to COUNTY clients who are referred for Drug and Alcohol testing.

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 Alcohol Testing - A method of measuring the presence of alcohol in a person's body through analysis of urine specimen.
- 3.2 Centers for Medicare and Medicaid Services (CMS) – regulates all laboratory testing (except research) performed on humans in the U.S. through the Clinical Laboratory Improvement Amendments of 1988 (CLIA).
- 3.3 Certified Drug-testing Laboratory – a laboratory certified by Substance Abuse and Mental Health Services Administration (SAMHSA); or College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) where urine analyses shall be conducted.
- 3.4 Chain of Custody – Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. CONTRACTOR shall develop appropriate Chain of Custody form(s).
- 3.5 Children's Social Worker (CSW) – Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.6 Client '800' Hotline Number – A toll free number maintained by the COUNTY where the CONTRACTOR records a message in English and Spanish, Sundays through Thursdays between 6:00 p.m. and 6:30 p.m., indicating the first letter of the last name of those clients who must report for testing along with the day and date on which the specimens will be collected. The hotline number will have two options for clients to select; one for random testing and the other for weekly testing.
- 3.7 CLIA *exempt laboratory* – A laboratory that has been licensed or approved by a State where CMS has determined that the State has enacted laws relating to laboratory requirements that are equal to or more stringent than CLIA requirements and the State licensure program has been approved by CMS in accordance with subpart E in the CLIA.
- 3.8 Collection Site(s) – A facility provided by CONTRACTOR, and approved by the COUNTY Program Manager, where COUNTY clients present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs. The sites have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, including chain of custody procedures, security, temporary storage, and shipping or transportation of urine specimen to a certified drug-testing laboratory.
- 3.9 COUNTY – The Department of Children and Family Services (DCFS) on behalf of the County of Los Angeles and its Board of Supervisors.
- 3.10 COUNTY Program Manager (CPM) – COUNTY test representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.

- 3.11 COUNTY Random Drug and Alcohol Testing Program – Testing schedule whereby clients are selected to test on a randomly selected day once during each period of ten business days and no more than two times per month. The clients are informed of the days on which they have been selected to test by means of a call-in message system maintained recorded by the CONTRACTOR.
- 3.12 D/L Isomer Test – A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding.
- 3.13 Drug Panel – An assay designed for qualitative determination of drug substances in human urine specimens.
- 3.14 Drug Testing – A method of measuring the presence of drugs in a person's body through analysis of urine specimen.
- 3.15 EIA - Enzyme Immunoassay is a procedure measuring antibodies to detect the analyte of interest and an enzyme linked to the antigen-antibody complex.
- 3.16 EMIT – Enzyme Multiplied Immuno-Assay Technique is a screening or initial test that uses antibodies to detect the presence of a drug or metabolite in urine. It is used to eliminate “negative” urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing.
- 3.17 Five Panel Drug Test – Drug panel that includes Amphetamines (Amphetamine, Methamphetamine, and MDMA/ Methylendioxyamphetamine), Cocaine Metabolites, Cannabinoids, Phencyclidine, and Opiates (Codeine, Morphine, and Hydrocodone).
- 3.18 GCMS – Gas Chromatograph Mass Spectrometry is a confirmatory test to identify the presence of specific drug or metabolite. It is a combination of two different analytical techniques. Gas chromatography physically separates the various substances that have been extracted from a specimen. Mass spectrometry is the technique used to provide a positive identification of substances that were separated by the gas chromatograph.
- 3.19 Juvenile Dependency Court – A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.20 LC-MS/MS – Liquid chromatography-tandem mass spectrometry is a technique that combines high pressure liquid chromatography with tandem mass spectrometry to identify complex mixtures of proteins and peptides.
- 3.21 On-Demand Testing – A test requested usually for the same day the Referral is submitted or for a specific date chosen by the CSW, or requested by the Juvenile Dependency Court.
- 3.22 Quality Assurance Plan – The plan developed by CONTRACTOR which defines all necessary measures to be taken by the Contractor to assure that the quality of the

service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the agreement's Statement of Work.

- 3.23 Random Testing – A test on a ten-day workday schedule, where the client is tested twice a month.
- 3.24 Referral – An authorization for drug and alcohol testing issued either by the Juvenile Dependency Court or the CSW to the COUNTY client to provide urine specimen at a specific time and location.
- 3.25 Service Component – Emergency Response (ER), Family Maintenance (FM), Family Reunification (FR), Permanent Plan (PP), Voluntary Family Maintenance (VFM), Voluntary Family Reunification (VFR), and OTHER.
- 3.26 Specialized Schedule – Testing is set on a regular frequency or interval (e.g., twice a week, once a month, etc.) for a specific period of time as ordered by the Juvenile Dependency Court.
- 3.27 Supervising Children's Social Worker (SCSW) – Supervisors with the Department of Children and Family Services (DCFS) who supervise, or meet the eligibility to supervise CSWs.
- 3.28 Urine Specimen Collection – The process of gathering urine samples provided by the clients as ordered by the Juvenile Dependency Court or the CSW.
- 3.29 Weekly Schedule – Testing on a weekly basis for a specific period of time as ordered by the Juvenile Dependency Court. DCFS policy may change in the future, as CSWs/SCSWs may have the discretion to request weekly testing without a court order.

4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 The COUNTY shall provide a COUNTY Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CONTRACTOR'S Project Director (CPD).
- 4.2 The CPM and designated alternate (ALT) are:

CPM: Donna Fernandez, Program Manager
425 Shatto Place, Room 500
Los Angeles, CA 90020
Ph. (213) 351-5714
E-mail: fernadc@dcfs.lacounty.gov

ALT: Stophe Barlock-Page, LMFT
425 Shatto Place, Room 500
Los Angeles, CA 90020
Ph. (213) 351-6405
E-mail: barlos@dcfs.lacounty.gov

- 4.3 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in anyway whatsoever beyond the terms of this Contract.
- 4.5 The COUNTY shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this contract.
- 4.6 Monitoring may be performed by the CPM or designated alternate or any other individual or group authorized by the CPM.
- 4.7 COUNTY may provide a User Complaint Report (Exhibit A-2) or other written or oral notice to CONTRACTOR whenever the requirements of this Contract are not being met.

5.0 CONTRACTOR'S REQUIREMENTS

- 5.1. CONTRACTOR shall provide a Project Director to manage all operations in connection with providing the services of this Contract. The CONTRACTOR's Project Director (CPD) is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.
 - 5.1.1 The name and phone number of the CPD and that of an alternate who is authorized to act on behalf of the CONTRACTOR in the CPD's absence shall be designated in writing under Exhibit J, Contractor's Administration. The CPD and delegated alternate are:
 - CPD: Cheri Flores, Director of Client Services
9348 De Soto Avenue
Chatsworth, CA 91311
Telephone: (818) 678-4422 / email: cflores@pactox.com
Facsimile: (818) 598-8488
 - ALT: Rocco Lanzolatta, Chief Executive Officer
9348 De Soto Avenue
Chatsworth, CA 91311
Telephone: (818) 678-4405 / email: jlanzolatta@sbcglobal.net
Facsimile: (818) 882-0259
- 5.2 The CPD and designated alternate must be able to read, write, speak and understand English.
- 5.3 CONTRACTOR shall immediately notify the CPM of any change in the CPD.
- 5.4 The CPD or designated alternate shall be available to COUNTY's authorized personnel during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except COUNTY holidays.

- 5.5 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CPD or other manager in the employ of the CONTRACTOR shall supervise all of the CONTRACTOR's personnel.
- 5.6 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the County Program Manager or designated alternate.
- 5.7 CONTRACTOR shall not permit any employee to perform services under this Contract if the employee is physically or mentally incapacitated or is under the influence of any substance, such as alcohol, medication, and narcotic, to the extent that the employee's performance would be impaired.
- 5.8 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove from any work under this Contract, any of its personnel who the CPM determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

6.0 REFERRAL PROCESS

- 6.1 DCFS will initiate drug and alcohol testing by requiring its clients to report to a Collection Site to provide a urine sample. CSWs may refer a client at any time, and may request that a client be tested based on one or more of the following methods: (1) a **Random Testing Schedule**; (2) an **On-Demand** basis as specified in this Contract; or (3) **Weekly or Specialized Schedule** as ordered by the Juvenile Dependency Court. DCFS policy may change in the future, as CSWs/SCSWs may have the discretion to request weekly testing without a court order.
 - 6.1.1 Referrals will be submitted to CONTRACTOR by DCFS Children's Social Worker (CSW) and Supervising Children's Social Worker (SCSW).
 - 6.1.2 Referrals will be submitted electronically through the DCFS Drug and Alcohol Testing Referral system or by fax, as a backup method.
 - 6.1.3 CONTRACTOR shall contact the CSW to obtain clarification if and when a Referral is in question due to inaccurate information before turning the client away. In the absence of the CSW, CONTRACTOR should contact the SCSW, given that a phone number was provided on the Referral.
 - 6.1.4 CONTRACTOR shall allow clients to test at any given collection site as listed in Exhibit A-7, Proposer Form for Listing of Collection Sites. COUNTY will not have to specify a particular collection site for the client on the electronic referral.
 - 6.1.5 CONTRACTOR shall attach each Referral to a chain of custody form and electronically forward to CONTRACTOR's Collection Sites for urine sample processing.

6.1.6 If a client walks in to a Collection Site requesting to test and there is no electronic Referral nor a hard copy of the referral, CONTRACTOR shall contact the CSW to submit the electronic Referral. In the absence of the CSW, CONTRACTOR should contact the SCSW, given that a phone number was provided before turning the client away.

6.1.7 If any client arrives at the Collection Site after CONTRACTOR's collection or testing hours, the Collection Sites shall turn the client away and not collect the sample and advise the client to contact their CSW regarding a new testing referral. Otherwise, Contractor is expected to allow clients to test up to the closure of the testing hours.

6.2 Random Drug and Alcohol Testing

6.2.1 CONTRACTOR shall set up the randomized schedule for the COUNTY for clients to test twice a month.

6.3 On-Demand Testing

6.3.1 CONTRACTOR shall permit clients to test on demand if COUNTY has not yet submitted the referral electronically, but the client has a hard copy of a court order from the Juvenile Dependency Court or a hard copy of a drug testing referral. However, CONTRACTOR shall not report test results for such clients until the CSW has submitted an electronic Referral. CONTRACTOR shall contact the CSW to submit the electronic Referral. In the absence of the CSW, CONTRACTOR should contact the SCSW, given that a phone number was provided on the Referral.

6.3.2 In all cases where the Juvenile Dependency Court refers a client for testing in this manner, COUNTY must submit the electronic Referral once apprised of the information.

6.4 Weekly or Specialized Schedule

6.4.1 COUNTY will refer clients for testing under a Weekly or Specialized Schedule when ordered by the Juvenile Dependency Court. DCFS policy may change in the future, as CSWs/SCSWs may have the discretion to request weekly testing without a court order.

6.4.2 CONTRACTOR shall set up the Weekly Testing Schedule when ordered by the Juvenile Dependency Court for the client to test once a week. DCFS policy may change in the future, as CSWs/SCSWs may have the discretion to request weekly testing without a court order.

6.4.3 COUNTY will specify the Weekly or Specialized Schedule in the electronic referral form, and will include the specific Court ordered language regarding drug testing in the electronic referral form sent to the CONTRACTOR. DCFS policy may change in the future, as CSWs/SCSWs may have the discretion to request weekly testing without a court order.

6.5 Tracking and Scheduling

6.5.1 CONTRACTOR shall track all clients participating in the Drug and Alcohol Testing Program with the following information:

- a) Name of Client,
- b) Client's date of birth,
- c) DCFS Case or Referral Number (if client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed),
- d) Type of Testing schedule (e.g. random, on-demand, weekly, or specialized schedule),
- e) Test Date,
- f) Test Results,
- g) Court Order? (Yes or No),
- h) DCFS Service Component Type (e.g. ER / FM / FR / PP/ VFM/ VFR/ Other),
- i) Is client Diabetic? (Yes or No),
- j) Collection Site ID,
- k) DCFS CSW's office location,
- l) DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed),
- m) DCFS CSW's file number (if client is associated with more than one file number, all associated file numbers must be listed), and
- n) Termination Date.

6.6 Secured Web-Based Referral System Requirements

6.6.1 DCFS Drug and Alcohol Testing Referral System is a web based application that collects the referral transactions submitted by COUNTY.

6.6.2 DCFS Drug and Alcohol Testing Referral System shall prepare the DCFS electronic referral encrypted transaction file and store the file at the County's ISD file server.

6.6.3 The DCFS electronic referral transaction file contains a Header Record that signifies the start of the file and a trailer record that signifies the end of file. The Trailer record contains the number of transaction records sent.

6.7 DCFS System Requirements

6.7.1 CONTRACTOR shall provide and maintain an automated tracking system at no additional cost to the COUNTY that will store and organize all of the information regarding drug and alcohol tests, referrals, and results.

6.7.2 CONTRACTOR shall be able to receive and process the DCFS electronic referral encrypted transaction file every fifteen minutes through Secured File Transfer Protocol (SFTP) on each business day.

- 6.7.3 CONTRACTOR shall provide each Collection Site a secured logon and access to the CONTRACTOR's automated tracking system in order to obtain the referral information electronically. Collection Sites shall have access to the secured and automated tracking system during their business hours, Monday through Sunday, as applicable.
- 6.7.4 CONTRACTOR shall receive the encrypted transaction file from the COUNTY'S ISD file server via SFTP.
- 6.7.5 CONTRACTOR shall be able to decrypt the DCFS electronic referral encrypted transaction file using one of the following methods:
- a) SFTP encryption/decryption
 - b) Secure Shell (SSH2) Public Key
 - c) Pretty Good Privacy (PGP) Open/(PGP) Key
- 6.7.6 CONTRACTOR shall verify the number of transaction records in the DCFS electronic referral transaction file using the Trailer Record count.
- 6.7.7 CONTRACTOR shall send DCFS a rejection File Message via email if the number of transaction records in the DCFS electronic referral transaction file does not match the Trailer Record Count.
- 6.7.8 CONTRACTOR shall send DCFS an acceptance File Message via email if the number of transaction records in the DCFS electronic referral transaction file matches the Trailer Record Count.
- 6.7.9 CONTRACTOR shall ensure that all clients in the referral transaction file are successfully enrolled for testing based on the schedule (e.g. random, on-demand, specialized schedule) noted on the referral.
- 6.8 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with the Urine Sample Collection for Drug and Alcohol Testing Services Contract Part I, Section 8.0, Confidentiality, of the Contract.

7.0 COLLECTION SITES

- 7.1 CONTRACTOR shall provide Monday through Friday, a minimum of 21 Collection Sites dispersed throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles as indicated in Exhibit A-4, Listing of 21 Designated Zip-Code Areas for Collection Sites - Monday through Friday.
- 7.1.1 Included within the minimum number of 21 Collection Sites, CONTRACTOR shall establish, maintain, and operate Monday through Friday, a collection site in Avalon, Catalina Island, as indicated in Exhibit A-4, Listing of 21 Designated Zip-Code Areas for Collection Sites - Monday through Friday.
- 7.2 CONTRACTOR shall provide on Saturday or Sunday, a minimum of eight Collection Sites, one Collection Site in each SPA in the County of Los Angeles as indicated in Exhibit A-5, Listing of Eight Designated Zip-Code Areas for Collection Sites - Saturday or Sunday.

- 7.2.1 CONTRACTOR's Weekend Collection Sites may be the same as the Monday through Friday Collection Sites which are included within the minimum number of 21 Collection Sites as stated in Section 7.1 above.
- 7.3 CONTRACTOR shall provide a minimum of one Collection Site per each designated single zip-code and each zip-code group for a minimum total of 21 Collection Sites, as indicated in Exhibit A-4. Listing of 21 Designated Zip-Code Areas for Collection Sites - Monday through Friday. The single zip-codes and zip-code groups are aligned with DCFS Regional Offices as listed in Exhibit A-6, Listing of Los Angeles County DCFS Regional Offices by SPA.
- 7.4 CONTRACTOR shall make every effort to provide notice to CPM two weeks in advance of any change in Collection Site location. Changes in Collection Sites are subject to the approval of the CPM.
- 7.5 CONTRACTOR shall notify the CPM in writing, within eight hours of determining that the CONTRACTOR is unable to maintain a Collection Site in a designated single zip-code or zip-code group, along with a plan to locate a new Collection Site.
- 7.5.1 If the CONTRACTOR is unable to locate a Collection Site within a designated single zip-code or zip-code group within 30 days of the first notification to the CPM that CONTRACTOR is seeking a new Collection Site, CONTRACTOR shall notify the CPM, in writing, of all efforts made to locate a Collection Site within the designated single zip-code or zip-code group. If agreed by the CPM, CONTRACTOR may locate a Collection Site outside of a designated single zip-code or zip-code group. The CPM must approve any Collection Site located outside of a designated single zip-code or zip-code group.
- 7.6 The CONTRACTOR'S services as described hereunder shall be provided at collection site(s) as listed on Exhibit A-7, Proposer Form for Listing of Collection Sites.
- 7.6.1 The Contractor shall submit a new Listing of Collection Sites, Exhibit A-7, Proposer Form for Listing of Collection Sites, to the CPM upon approval when adding/deleting a collection site.
- 7.6.2 CONTRACTOR shall ensure that all Collection Sites remain clean at all times of operation. CONTRACTOR shall make unannounced visits to every individual Collection Site once every quarter to ensure the cleanliness and appropriateness of the Collection Site.
- 7.7 CONTRACTOR may utilize additional Collection Sites above the minimum number of 21 Collection Sites identified in this Section 7.0 above to comply with Section 8.0, Hours of Operation (Please see Section 8.3 below).

8.0 HOURS OF OPERATION

- 8.1 CONTRACTOR shall provide Collection Sites and ensure that Urine Sample Collection for Drug and Alcohol Testing Services within each of the following eight

SPAs are available to COUNTY clients between the hours of 7:00 AM to 7:00 PM, Monday through Friday; and between the hours of 9:00 AM to 1:00 PM, on Saturday or Sunday, as listed herein:

SPA 1: Monday-Friday, 7:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 2: Monday-Friday, 7:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 3: Monday-Friday, 7:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 4: Monday-Friday, 7:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 5: Monday-Friday, 7:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 6: Monday-Friday, 7:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 7: Monday-Friday, 7:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 8: Monday-Friday, 7:00 AM to 7:00 PM (except in Avalon, Catalina Island)
Saturday or Sunday, 9:00 AM to 1:00 PM

- 8.2 Urine Sample Collection for Drug and Alcohol Testing Services in Avalon, Catalina Island, shall be available between the hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of a lunch period. Weekend hours are not required in Avalon, Catalina Island. (Please see Exhibit A-4 and A-5, SPA 8, Zip-Code 90704).
- 8.3 CONTRACTOR may utilize additional Collection Sites above the minimum number of 21 Collection Sites identified in Section 7.0 above to comply with this Section 8.0, Hours of Operation. The required weekday hours of operation from 7:00 AM to 7:00 PM may be provided using multiple sites in a designated single zip-code or zip-code group. For example, a collection site within a designated single zip-code or zip-code group may be open from 7:00 AM to 1:00 PM; and a second collection site within the same single zip-code or zip-code group may be open from 1:00 PM to 7:00 PM, to comply with the 12-hour, Hours of Operation requirement.
- 8.4 CONTRACTOR shall make every effort to provide notice to CPM two weeks in advance of any unanticipated changes in hours of operation. Such changes in hours of operation are subject to the approval of the CPM.
- 8.5 Additional hours or days may be provided by CONTRACTOR at no additional cost to COUNTY. During the contract period, COUNTY and CONTRACTOR may jointly discuss and through mutual agreement, increase and/or decrease the number of

Collection Sites and the hours of operation based on changing needs of the COUNTY.

9.0 COLLECTION PROCESS

- 9.1 CONTRACTOR shall ensure that all Collection Sites perform urine specimen collection witnessed by a person of the same sex as the client giving the specimen, and that the site begins and maintains a verifiable and reliable chain of custody.
- 9.2 CONTRACTOR shall ensure that all Collection Sites have electronic access to a secure web based system in order to receive ongoing electronic referrals from the CONTRACTOR for clients who are scheduled for drug and/or alcohol test.
- 9.3 Thereafter, throughout the day, and within 10 minutes of receipt of referrals, CONTRACTOR shall send through a secured and electronic delivery method to each Collection Site, authorization to collect a sample from On-Demand clients.
- 9.4 CONTRACTOR shall ensure that COUNTY clients who provide urine specimens at the Collection Sites do so only with prior written authorization for testing by DCFS or in accordance with the COUNTY On Demand, Random, Weekly, or Specialized Testing schedule. Refer to Section 14.0, Toll Free Number for DCFS Clients for Random and Weekly testing.
- 9.5 CONTRACTOR shall request DCFS clients to produce a valid photo identification document (e.g., Driver's license, passport, employer identification card, etc.) and verify that the client is the person whom he or she claims to be.
 - 9.5.1 DCFS clients who do not possess a valid photo identification document will be provided with a document with his/her photograph on a DCFS letterhead by COUNTY (Note: The client's photo must be of a quality that clearly identifies the client), with the following information: Name of Client, Date of Birth, and Case Number, CSW and SCSW names and phone numbers and at least one of their signatures, and the following language: "This serves as a means to allow the client named herein to participate in the DCFS Drug and Alcohol Testing Program Only."
 - 9.5.2 CPM may notify CONTRACTOR of alternative identification methods that will be used to identify clients for drug and/or alcohol testing purposes.
- 9.6 CONTRACTOR shall give each client, who has provided a urine specimen a receipt indicating the date and time of the sample collection.
- 9.7 CONTRACTOR shall provide written documentation to a client who appears for testing during testing hours of operation and is unable to test. Documentation shall include reasons for the client's inability to test.
- 9.8 DCFS may withhold payment to CONTRACTOR for any costs incurred for urine specimen collection not performed in accordance with the DCFS Random Drug and Alcohol Testing Program or without prior written or verbal authorization by COUNTY for On-Demand or Specialized testing.

9.9 CONTRACTOR shall certify and report the results of individual urine tests within one business day for negative results and "no shows" and within three business days for positive tests, following the sample collection.

9.9.1 CONTRACTOR may hold test results beyond the identified timeframes if, in accordance with this Contract, a client was permitted to test and the CONTRACTOR has not received the appropriate and complete documentation from the COUNTY in order to release the test results within the designated timeframe. (e.g., The COUNTY has not provided an on-demand referral form with the signature/approval of a SCSW.) CONTRACTOR should contact the CSW to obtain the completed documentation from the COUNTY. In the absence of the CSW, CONTRACTOR should contact the SCSW. In the absence of the SCSW, CONTRACTOR should contact the CPM.

10.0 SPECIMEN SCREENING, ANALYSIS, AND CERTIFICATION

10.1 CONTRACTOR shall perform an initial screening and test all urine specimens submitted for alcohol and/or drug testing to detect positive or negative screening results for the Five Panel Drug Test.

10.1.1 CONTRACTOR shall, to the extent possible, ensure that the specimens collected by the individual collection sites be delivered to the laboratory for screening each day they are collected and should not delay the results as listed in Section 16.1.2.

10.2 All urine specimens initially screened as negative for the substances noted shall be reported as negative. All urine specimens, which are positive in the initial screen, shall be subjected to further confirmation of positive results.

10.3 CONTRACTOR shall perform confirmation of all urine specimens submitted for drug testing which yield positive results in the initial screening process to substantially determine the validity of positive screen results. The confirmation shall be conducted by utilizing either Liquid Chromatography Tandem Mass Spectrometry (LC-MS/MS) or Gas Chromatography Mass Spectrometry (GCMS).

10.3.1 All urine drug tests that yield positive for Amphetamines should be conducted by utilizing the D/L Isomer test.

10.4 When requests for outside retests of specimens are made by the Juvenile Dependency Court, the CONTRACTOR shall send the specimen to the designated outside laboratory at no charge to DCFS. The requestor shall make all necessary arrangements with the outside laboratory performing the retest.

10.5 All drug analyses shall be conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or accredited by the College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT). CONTRACTOR shall provide proof of the certification. The Department may require a selected vendor that is CAP/FUDT accredited to provide annual documentation showing accreditation for each analyte tested at no additional cost to the County.

The Department shall utilize its discretion to determine the appropriate annual documentation for submission by the vendor.

11.0 ALCOHOL ANALYSIS AND CERTIFICATION

- 11.1 CONTRACTOR shall analyze urine specimens collected for alcohol testing for clients testing specifically for alcohol, or for alcohol tests specified in conjunction with drug tests.
- 11.2 All samples that screen positive for alcohol will automatically be tested for urine glucose (at no additional charge to the COUNTY) to identify the possibility of fermentation due to diabetic conditions of the client.
- 11.3 If CONTRACTOR identifies the client's urine specimen as glucose positive and they have not been identified as diabetic by COUNTY, the CONTRACTOR shall notify the COUNTY, within one business day from the end of the day in which the glucose positive was identified. The glucose results should also be identified in the DCFS final drug and/or alcohol test result report.
- 11.4 All alcohol analyses shall be conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA); or accredited by the College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT); or some other certification of equal or greater technical rigor. CONTRACTOR shall provide proof of the certification.

12.0 CHAIN OF CUSTODY

- 12.1 CONTRACTOR shall maintain a continuous chain of custody for all urine specimens collected for drug and/or alcohol testing utilizing their Chain of Custody Form and according to standard industry practice. CONTRACTOR shall account for the integrity of each specimen by tracking its handling from the point of collection to its final disposition.
- 12.2 All urine specimens, which are collected and test negative shall be maintained in storage, at CONTRACTOR's expense, for a period of not less than seven days from the date the specimen was collected.
- 12.3 All urine specimens, which are collected and test positive shall be maintained in storage, at CONTRACTOR's expense, for a period of not less than one year from the date the specimen was collected.
- 12.4 CONTRACTOR shall maintain records verifying that Collection Site staff have read and acknowledged policy and procedures and the chain of custody protocol.

13.0 WARM LINE

- 13.1 CONTRACTOR shall establish and maintain a "warm line" defined as a designated toll free telephone line for DCFS CSWs, the Juvenile Dependency Court, and other designated COUNTY personnel to provide information and consultation on test results and the COUNTY's procedures/process related to Drug and Alcohol Testing. CONTRACTOR shall respond to inquiries through the phone line Monday through Friday, during the hours of 8:00 a.m. to 5:00 p.m.
- 13.2 This line shall not ring busy, shall be picked up by the fourth ring and shall be answered by the CONTRACTOR.

14.0 TOLL FREE NUMBER FOR DCFS CLIENTS FOR RANDOM AND WEEKLY TESTING

- 14.1 CONTRACTOR shall administer and operate the COUNTY'S toll free '800' Client Hotline Service line with two options; one for the COUNTY Random Drug and Alcohol Testing Program and the other for the COUNTY Weekly Testing Schedule. COUNTY shall provide and bear cost of maintaining the telephone line.
- 14.2 The recorded message shall be in both English and Spanish under both the Random Testing option and the Weekly Testing option and shall indicate the first letter of the last name of those individuals who must report for random or weekly testing, along with the day and date on which the specimens will be collected.
- 14.3 For the random testing, each letter of the alphabet shall be announced on the recorded message one time during a ten-day workday schedule cycle (a maximum of two tests per month). There shall be no deviation from this testing frequency unless previously approved by the COUNTY's Program Manager.
- 14.4 For the weekly testing, each letter of the alphabet shall be announced on the recorded message once a week during a five day workday schedule cycle (a maximum of one test per week). There shall be no deviation from this testing frequency unless previously approved by the COUNTY's Program Manager.
- 14.5 CONTRACTOR shall change the recorded message for both the Random and Weekly Testing options the following day, Sundays through Thursdays between 6:00 PM and 6:30 PM.
- 14.6 CONTRACTOR shall operate the toll free '800' hotline service line with the Random and Weekly testing options, in the manner described above unless the County's Program Manager approves an alternate method.

15.0 RECORD KEEPING

- 15.1 CONTRACTOR shall maintain all records including, but not limited to, dates, test results for each client served, recordings of the chain of custody for each urine specimen collected and other information pertaining to urine specimen collection and urinalysis testing for drugs and alcohol as requested by DCFS for a period of one year after the expiration of this Contract. CONTRACTOR shall maintain such

records using appropriate drug testing forms and according to standard industry practice.

16.0 TEST RESULTS, REPORTS AND INVOICE

16.1 Test Results

16.1.1 CONTRACTOR shall provide and maintain a web based drug test results system that includes alcohol and/or drug test analysis and allows DCFS staff who submit an alcohol and/or drug test referral the ability to have web based access to obtain results. The web based drug test results system shall allow DCFS staff to view and print results for that day, as well as any prior test date results needed for a client participating in the testing program that is part of their caseload. The results should include, but are not limited to the following information:

- a) The client's name,
- b) Client's date of birth or age,
- c) DCFS Case or Referral Number (if client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed),
- d) Name(s) of minor in the case,
- e) DCFS CSW's office location,
- f) DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed),
- g) DCFS CSW's file number (if client is associated with more than one file number, all associated file numbers must be listed),
- h) Date of report,
- i) Dates of sample collection, initial testing, preliminary report of positive or negative test confirmation, and if applicable, final report of sample that had a preliminary positive report,
- j) A listing of the drug test performed, and corresponding results for each drug test with cutoff levels, and
- k) In case of a missed test, the date of the missed test.

16.1.2 Drug and alcohol testing results should be available through the web based drug test results system according to the following schedule:

- 16.1.2.1 Negative testing results shall be available within one business day from the end of the day the client provided a urine specimen.**
- 16.1.2.2 Positive alcohol and/or drug testing results shall be available within three business days from the end of the day the client provided a urine specimen.**
- 16.1.2.3 Missed test (No-Show) reports shall be available within one business day from the end of the day that the client was to provide a urine specimen.**

- 16.1.2.4 CONTRACTOR shall be able to send electronic test results in an encrypted transaction file two times daily (6:00 AM morning and 3:00 PM evening) through a Secured File Transfer Protocol (SFTP) on each business day.
- 16.1.2.5 CONTRACTOR shall send the encrypted transaction file to the COUNTY'S ISD file server via SFTP.
- 16.1.2.6 CONTRACTOR shall be able to encrypt the electronic test results in an encrypted transactions file using one of the following methods:
 - 16.1.2.6.1 SFTP encryption/decryption
 - 16.1.2.6.2 Secure Shell (SSH2) Public Key
 - 16.1.2.6.3 Pretty Good Privacy (PGP) Open/(PGP) Key
- 16.1.2.7 Once DCFS verifies the number of transaction records in the CONTRACTOR's electronic test results transaction file using the Trailer Record Count, then the Contractor is to proceed as follows:
 - 16.1.2.7.1 CONTRACTOR shall receive a rejection File Message via email from DCFS if the number of transaction records in the CONTRACTOR's electronic test results transaction file does not match the Trailer Record Count.
 - 16.1.2.7.2 CONTRACTOR shall receive a DCFS acceptance File Message via email if the number of transaction records in the electronic test results transaction file matches the Trailer Record Count.
 - 16.1.2.7.3 Contractor shall ensure that DCFS will receive a test result for all clients in the referral transaction file who are successfully enrolled for testing no later than 72 hours from the time the client provided a urine specimen.
 - 16.1.2.7.4 The records in the encrypted test results transaction file will contain the following:
 - 16.1.2.7.4.1 DCFS Sequence Number.
 - 16.1.2.7.4.2 Results for each substance tested.
 - 16.1.2.7.4.3 Testing Date.
 - 16.1.2.7.4.4 Testing Site.
 - 16.1.2.7.4.5 Specimen ID.
 - 16.1.2.7.4.6 Indicator if it is a "No show."
 - 16.1.2.7.4.7 Indicator if specimen is contaminated.

16.1.2.8 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with the Urine Sample Collection for Drug and Alcohol Testing Services Contract Part I, Section 8.0, Confidentiality, of the Contract.

16.1.3 When the specimen provided by the client is tested for both drugs and alcohol, the drug test results and alcohol test results need to be available simultaneously and as a combined notification through the web based drug test results system within the timeframes established for each as stated in this Contract.

16.1.4 CONTRACTOR shall provide test results and no-show reports via the secured web-based drug test result system. CONTRACTOR agrees to make reasonable best efforts to cooperate in the maintenance of the internet-based system.

16.1.5 As a temporary measure for the delivery of test results, CONTRACTOR may deliver test results by courier at CONTRACTOR's expense if and when the secured web-based system is unavailable.

16.2 Monthly Statistical Reports

16.2.1 On a monthly basis, by the 6th calendar day, CONTRACTOR shall submit a hard-copy of the statistical report to the CPM containing the following information:

- Number of actual tests performed
 - On-Demand Participants that includes the DCFS service component
 - Random Program Participants that includes the DCFS service component
 - Weekly Schedule Participants that includes the DCFS service component
- Number of actual tests performed
 - Drug & Alcohol Tests
 - Alcohol Only Tests
- Percentage of Participants testing positive for drugs and alcohol
- Number of actual tests performed for each DCFS regional office during the prior month
 - On-Demand Participants
 - Random Program Participants
 - Schedule Participants
- Number of open Referrals on file from each DCFS SPA Office as of the prior month end
 - Random Program Participants
 - Weekly Schedule Participants
- List denoting the date and letters which were selected for Random Testing for each invoiced period

16.2.2 The monthly statistical report shall be submitted with each monthly CONTRACTOR invoice and shall be required before CPM grants approval of CONTRACTOR invoice.

16.3 Monthly Invoice

16.3.1 On a monthly basis, CONTRACTOR shall submit a hard-copy of the invoice as referenced by Exhibit A-8 (Sample of Vendor Invoice) to the CPM and DCFS Finance Division. CONTRACTOR shall format the invoice in a manner as determined by the COUNTY and the CPM.

16.3.2 CPM shall review CONTRACTOR'S invoice within 30 days of receipt of invoice and notify CONTRACTOR of any discrepancies noted on the invoice in writing. CONTRACTOR shall be provided one business week to provide any additional documentation to address the discrepancies.

16.3.3 CPM shall provide CONTRACTOR with a final written report listing any deductions to be eliminated from the invoice, including the name of the client, the date the client was tested, the amount to be deducted and the reason for the deduction.

16.3.4 CPM shall coordinate with the DCFS Finance Section regarding the approval of the CONTRACTOR'S invoice. CPM shall provide a letter/memo indicating the approval of the invoice, including the amount to be paid, and attach the final written report listing any deductions to be removed.

16.4 Ad-Hoc Reports

16.4.1 CONTRACTOR shall submit ad-hoc reports as requested by the CPM (e.g., names, office locations, and positive alcohol and drug testing results, etc.).

17.0 QUALITY CONTROL PLAN

17.1 CONTRACTOR shall provide a comprehensive quality control plan to be utilized by the CONTRACTOR to ensure the required services are provided as specified. CONTRACTOR's quality control plan shall define all deliverable services specified in this Exhibit A, Statement of Work, and state how these deliverables will be supplied.

17.2 The quality control plan shall demonstrate how the objectives for the contracted activities/services will be met, and must assure that the quality of the service will meet or exceed COUNTY requirements regarding timeliness, accuracy, effectiveness, and completeness. The quality control plan shall explain how policies and procedures will be disseminated, implemented and utilized by CONTRACTOR staff.

17.3 CONTRACTOR's quality control plan shall also establish a continuous quality improvement process plan to periodically review and assure all requirements of the contract are met or exceeded. The plan shall include an identified monitoring

system covering all the services listed in this Exhibit A, Statement of Work, and methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors must be included in the Quality Control Plan:

- a) Activities to be monitored to ensure compliance with all Statement of Work requirements,
- b) Monitoring methods to be used,
- c) Frequency of monitoring,
- d) Samples of forms to be used in monitoring,
- e) Title/level and qualifications of personnel performing monitoring functions, and
- f) File of all monitoring results, including any corrective action taken.

18.0 PROCESS COORDINATION

- 18.1 CONTRACTOR shall assist the COUNTY, as requested, with the improvement of the DCFS Drug and Alcohol Testing Program.
- 18.2 CONTRACTOR shall assist the COUNTY in conducting drug and alcohol testing presentations to DCFS and Court personnel as a measure to improve the use of the DCFS Drug and Alcohol Testing Program.
- 18.3 CONTRACTOR shall assist in transitioning a new drug testing vendor, if applicable, for a period that could last up to 60 days after the Contract's termination date.

Exhibit A-1: Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
Drug and/or Alcohol Testing Referrals are reviewed and processed on the same day that they are received from DCFS CSW's/SCSW's (Section 6.0)	100% compliance for all required services.	<p>COUNTY monitors CONTRACTOR compliance with the Contract.</p> <p>CPM receives notices from other DCF users.</p> <p>CPM receives results of any audit regarding CONTRACTOR compliance.</p> <p>CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.</p>	<p>If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 18.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to COUNTY approval.</p> <p>The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$100 when the following occurs.</p>
Collection sites are properly maintained clean and operated throughout their assigned hours of operations, Monday through Friday, and Saturday or Sunday, as required, to collect urine specimens as scheduled from County clients. (Sections 7.0 and 8.0)			
CONTRACTOR is to ensure that all collection sites have access to a secure web based system to receive Drug and/or Alcohol Testing Referrals. (Section 9.0)			
All urine specimens are screened, analyzed and certified within 24-72 hours of urine sample collection, depending on the results, utilizing appropriate test methods and procedures in accordance with standard industry practice. (Sections 10.0 and 11.0)			
Integrity of all urine specimens is maintained and preserved from the point of collection to its final disposition using appropriate drug testing specimen chain of custody forms in accordance with standard industry practice. (Section 12.0)			
The "Warm Line" telephone number is properly maintained and operated, Monday through Friday, from 8:00 AM to 5:00 PM, to provide prompt and courteous response to inquiries from DCFS CSWs, the Juvenile Dependency Court and other designated County personnel regarding drug test results and drug test procedures/ process. (Section 13.0)			
A toll free number with two options, one for Random and the other for Weekly testing, for clients to call is properly maintained and operated, 24 hours a day, 7 days a week, with a recorded message both in English and			

STATEMENT OF WORK (SOW)

REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
Spanish, to provide random and weekly drug test schedules to clients. (Section 14.0)			
Secured web based access to test results is to be available to DCFS staff who submit an alcohol and/or drug test referral, and all other records and reports required in the Statement of Work (SOW) are to be submitted to the County Program Manager in a timely manner with all the required information and on the frequency stated in the SOW. (Sections 16.0)			
An attainable and comprehensive Quality Control Plan is established to ensure the required services are provided and the quality of work are met as specified in the SOW. (Section 17.0)			1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 6.0 through 18.0 of the SOW, and/or any other provisions of the Contract; or
Contractor shall give assistance and coordination to the COUNTY and succeeding vendor in the development and improvement of the DCFS Drug and Alcohol Testing Program. (Section 18.0)			2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.

Exhibit A-2: User Complaint Report (UCR)

**USER COMPLAINT REPORT (UCR)
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

This form is to be used by DCFS users of the DCFS Urine Sample Collection/Drug and Alcohol Testing Services to report service discrepancies and failure to conduct collection of urine sample/drug and alcohol testing. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____
DCFS Office Address: _____
Phone No. _____ E-mail Address: _____
Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- Contractor's Project Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor unable to receive Referral Requests as required.
- Collection sites not properly staffed and maintained as specified in the Contract.
- Contractor not properly maintaining warm line and 800 number as specified in the Contract.
- Contractor not complying with the Referral/database requirements as specified in the Contract.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Contractor not complying with the chain of custody requirements as specified in the Contract.
- Other (describe): _____

To report an urgent/serious problem, call Donna Fernandez at: (213) 351-5714.

Send UCR to Donna Fernandez, Program Manager, 425 Shatto Place, Room 500, Los Angeles, CA 90020 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

Exhibit A-3: Sample DCFS Forms

SAMPLE DCFS FORMS FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

The following forms are attached:

- DCFS Alcohol - Drug Random Test Referral (English/Spanish Versions)
- DCFS Alcohol – Drug On Demand Testing Referral (English/Spanish Versions)
- DCFS Alcohol – Drug Weekly or Specialized Schedule Testing Referral (English/Spanish Versions)

DCFS ALCOHOL - DRUG RANDOM TEST REFERRAL

ATTENTION _____: Please enroll client in the RANDOM SCHEDULE

ALCOHOL ONLY* DRUGS AND ALCOHOL* NEW CHANGE
 (*Must be consistent with current court orders) EXTENSION

1. CLIENT INFORMATION Note: Information requested in sections 1., 2., and 3., is ABSOLUTELY MANDATORY

Client/Donor's Last Name	First Name	Donor's Birthdate	Test Code <small>(Initial of donor's last name ONLY)</small>
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? Yes <input type="checkbox"/> No <input type="checkbox"/>	Referral Date
Name of Oldest Minor in the Case		Service Component of the Case: (Please Circle One) ER / FM / FR / PP / VFM / VFR / Other	
Is donor taking medication? If yes, please list name(s) of medication(s): Yes <input type="checkbox"/> No <input type="checkbox"/>			
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results) YES <input type="checkbox"/> NO <input type="checkbox"/>			

2. COLLECTION SITE INFORMATION

Name of Collection Site	Hours of Operation	
Street	City	Zip Code

3. CSW, SCSW INFORMATION

Last Name	First Name	CSW File #	Phone Number
SCSW Last Name	Name	Phone Number	Fax Number
DCFS Office Name and Address			

4. SPECIAL INSTRUCTIONS FOR DRUG TESTING

TERMINATION DATE (Note: This field is <u>mandatory</u> for all Referrals. The termination date may not exceed six months from the date of Referral): The timeframe for testing is from: _____ to: _____	Supervisor's signature (if applicable):
Court-Ordered: YES <input type="checkbox"/> Please make sure there is a Court Order on file. NO <input type="checkbox"/>	

INSTRUCTIONS TO CSW:

Complete all information legibly. This Referral is used to refer a client to _____ for alcohol and/or drug testing. Please fax completed form to _____ at (XXX) XXX-XXXX.

*** Court Number will not be accepted. Writing in the Court number will not allow CSWs to receive test results. The Hotline referral number is used only if the State Number is not available.

INSTRUCTIONS TO CLIENT:

Please call (800) 829-0100 daily (Sunday through Thursday) after 6:30 P.M. and press Option 1 to hear if your Test Code has been called. You **MUST** test on the **SAME DAY** that your Test Code is scheduled. A test taken on any other day will be considered invalid unless previously approved by your CSW. **A missed test is considered to be a positive test.** If you are on a specialized drug-testing schedule, your CSW will give you instructions on when to test.

If this Referral is not complete or legible, contact your CSW immediately. You must present this Referral when you report for testing. You also must present a valid picture ID each time you report for testing. Lack of picture ID will not allow you to test. If you wish to test at a different collection site, please contact your CSW. If you have any questions regarding your drug testing, please contact your CSW or attorney.

**FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS
 ATENCION _____: Por favor inscriba al cliente en el horario aleatorio**

ALCOHOL SOLAMENTE* **DROGAS Y ALCOHOL*** **NUEVO** **CAMBIO**
 (*Debe ser consistente con orden judicial actual)

1. INFORMACION DEL CLIENTE: Nota: La información requerida en las secciones 1., 2., y 3., es ABSOLUTAMENTE OBLIGATORIA

Apellido del Cliente/Donador	Nombre	Fecha de Nacimiento	Clave del Examen (Inicial del apellido)
Número del Caso del DCFS (7 dígitos) o Número del Hotline Referral (19 digits)***	Componente de servicio de el caso : (Por favor circule uno)ER / FM / FR / PP/ VFM/ VFR/ Otro	El examen esta ordenado por la Corte? Sí <input type="checkbox"/> No <input type="checkbox"/>	Fecha de la Referencia
Nombre del Menor Mayor en el Caso		Nombre del Caso	
El cliente esta tomando medicinas? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de las medicinas:			
EL CLIENTE ES DIABETICO(A)? (El Diabetes puede alterar los resultados del examen de alcohol.) Sí <input type="checkbox"/> NO <input type="checkbox"/>			

2. INFORMACION DEL LUGAR DE COLECCION

Nombre del lugar de Colección	Horas de Operación	
Calle	Ciudad	Código Postal

3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A

Apellido de CSW	Nombre	Número de Expediente (File #)	Número de Teléfono
Apellido de SCSW	Nombre	Número de Teléfono	Número de Fax
Nombre y dirección de la Oficina de DCFS			

4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS

Fecha de Terminación (Nota :Este campo es obligatorio para todas las referencias.. La fecha de terminación no podrá exceder de seis meses a partir de la fecha de remisión.):	Firma del supervisor (si es aplicable)
El tiempo del examen es: DE: A:	
ORDENADO POR LA CORTE: SI <input type="checkbox"/> Por favor asegúrese de que haya una orden judicial en el archivo. NO <input type="checkbox"/>	

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente y, mándela por fax a _____ al (XXX) XXX-XXXX. Esta forma se utiliza para referir al cliente a _____

***El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorará el proceso de los resultados. El número de referencia del Hotline se usa solamente si el número del Estado no está disponible. .

INSTRUCCIONES AL CLIENTE:

Por favor llame al (800) 829-0100 diariamente (de domingo a jueves) después de las 6:30 PM y seleccione la opción #1 para saber si su Clave del Examen ha sido llamado. Debe hacer el examen el mismo día que su Clave del Examen está programado. Un examen tomada en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. Si falta a algún examen, se considera una prueba positiva. Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará Instrucciones sobre cuándo hacerse la prueba.

Si esta forma no esta completa o legible, póngase en contacto Inmediatamente con su Trabajador/a Social. Usted debe presentar una identificación valida con fotografía cada vez que se reporte para un examen. Sin identificación, Ud. no podrá hacer el examen. Si usted desea hacer el examen en un sitio diferente, o tiene preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

DCFS ALCOHOL – DRUG ON DEMAND TESTING REFERRAL

THIS REFERRAL FORM DOES NOT ENROLL CLIENT IN THE RANDOM PROGRAM

ALCOHOL ONLY **DRUGS AND ALCOHOL**

1. CLIENT INFORMATION Note: Information requested in sections 1, 2, 3 and 5, is ABSOLUTELY MANDATORY

Client/Donor Last Name		First Name		Donor's Birthdate	
DCFS Case # (7 digits) *** Hotline referral # (19 digits)		Case Name		Is Testing Court Ordered? YES <input type="checkbox"/> NO <input type="checkbox"/>	Referral Date
Name of Oldest Minor in the case:			Service Component of the Case: (Please Circle One) ER / FM / FR / PP / VFM/ VFR/ Other		
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results) YES <input type="checkbox"/> NO <input type="checkbox"/>					
Is donor taking medication? Yes <input type="checkbox"/> No <input type="checkbox"/>		Indicate the names of the medications			

2. COLLECTION SITE INFORMATION

Name of Collection Site		Hours of Operation	
Street		City	Zip Code

3. CSW INFORMATION

Last Name	First Name	CSW File No.	Phone Number
SCSW Last Name	First Name	Phone Number	Fax Number
DCFS Office Name and Address			

4. SPECIAL INSTRUCTIONS FOR DRUG TESTING (

Court-Ordered: YES <input type="checkbox"/> It is <u>mandatory</u> that court orders specify the client's drug testing schedule. NO <input type="checkbox"/> Pre-authorization from the Program Manager may be required (Please see the policy)	Supervisor's signature (Mandatory):
--	-------------------------------------

5. DATE FOR ON DEMAND TESTING

Today Other Date(s) (Multiple dates for specialized schedules only):

INSTRUCTIONS TO CSW: Complete all information legibly. This Referral is used to refer a client to _____ for on demand alcohol or drug testing. If you are in the field, give the original to the client to take to the collection site. Instruct the client to hand this form to the collection site staff. Fax a completed form to _____ at (XXX) XXX-XXXX, as soon as you return to the office.

*** **Court Number will not be accepted.** Writing in the Court number will not allow CSWs to receive test results. The Hotline referral number is used only if the State Number is not available.

INSTRUCTIONS TO CLIENTS: Take this Referral to the Collection Site and give it to the Collection Site staff.

If this Referral is not complete or legible, contact your CSW immediately. You must present this Referral when you report for testing. You also must present a valid picture ID each time you report for testing. Lack of picture ID will not allow you to test. If you wish to test at a different collection site, please contact your CSW. If you have any questions regarding your drug testing, please contact your CSW or attorney.

DCFS ALCOHOL – REFERENCIA DE EXAMEN DE DEMANDA PARA DROGAS

ESTA FORMA DE REFERENCIA NO INSCRIBE AL CLIENTE EN EL PROGRAM ALEATORIO

ALCOHOL SOLAMENTE DROGAS Y ALCOHOL

1. INFORMACION DEL CLIENTE Nota: La información requerida en las secciones 1, 2, 3, y 5, es absolutamente obligatoria

Apellido del Cliente/Donador		Nombre	Fecha de Nacimiento
Numero del Caso de DCFS (7 digits) o Hotline referral # (19 digits)***		Nombre del Caso	
Nombre del Menor Mayor en el Caso:		Componente de servicio de el caso: (Por favor circule uno) ER / FM / FR / PP/ VFM/ VFR/ Otro	
EL CLIENTE ES DIABETICO(A)? (El Diabetes puede alterar los resultados de el examen de alcohol) Sí <input type="checkbox"/> NO <input type="checkbox"/>			
El cliente esta tomando medicinas? Sí <input type="checkbox"/> No <input type="checkbox"/>		Indique el nombre de las medicinas:	

2. INFORMACION DEL LUGAR DE COLECCIÓN

Nombre del lugar de Colección		Horas de Operación	
Calle	Ciudad	Código Postal	

3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A

Apellido de CSW	Nombre	Numero de Expediente (File #)	Numero de Teléfono
Apellido de SCSW	Nombre	Numero de Teléfono	Numero de Fax
Nombre y dirección de la Oficina de DCFS			

4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS

Ordenado por la Corte: Sí <input type="checkbox"/> Es obligatorio que las órdenes judiciales especifican el horario de las pruebas de drogas para el cliente. No <input type="checkbox"/> Pre-autorización del director del programa puede ser necesaria. (Por favor consulte la póliza)
Firma de SCSW (Mandatario):

5. FECHA DE EXAMEN DE DEMANDA

Fecha que el cliente tiene el examen de demanda:
--

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente. Esta forma se utiliza para referir al cliente a _____ para un examen de demanda de alcohol o de drogas. Si usted está fuera de la oficina, le dará la forma original al cliente para que lo lleve al sitio de colección. Instruya al cliente que entregue esta forma al personal del sitio de colección. Mande por fax una forma completa a _____ a (XXX) XXX-XXXX cuando regrese a la oficina.
*** El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorara el proceso de los resultados. El numero de referencia del Hotline se usa solamente si el numero del Estado no esta disponible.

INSTRUCCIONES AL CLIENTE: Lleve esta forma al sito de colección y entréguela a un empleado del sitio de colección.

Si esta forma no esta completa o legible, póngase en contacto inmediatamente con su Trabajador/a Social. Usted debe presentar una identificación valida con fotografia cada vez que se reporte para un examen. Sin identificación, Ud. no podrá hacer el examen. Si usted desea hacer el examen en un sitio diferente, o tiene preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

DCFS ALCOHOL - DRUG WEEKLY TEST REFERRAL

ATTENTION _____: Please enroll client in the WEEKLY SCHEDULE

ALCOHOL ONLY*

DRUGS AND ALCOHOL*

NEW

CHANGE

(*Must be consistent with current court orders)

EXTENSION

1. CLIENT INFORMATION

Note: Information requested in sections 1., 2., and 3., is ABSOLUTELY MANDATORY

Client/Donor's Last Name	First Name	Donor's Birthdate	Test Code <small>(initial of donor's last name ONLY)</small>
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? Yes <input type="checkbox"/> *Weekly must be court ordered	Referral Date
Name of Oldest Minor in the Case		Service Component of the Case: (Please Circle One) ER / FM / FR / PP / VFM / VFR / Other	
Is donor taking medication? If yes, please list name(s) of medication(s): Yes <input type="checkbox"/> No <input type="checkbox"/>			
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results) YES <input type="checkbox"/> NO <input type="checkbox"/>			

2. COLLECTION SITE INFORMATION

Name of Collection Site	Hours of Operation	
Street	City	Zip Code

3. CSW, SCSW INFORMATION

Last Name	First Name	CSW File #	Phone Number
SCSW Last Name	Name	Phone Number	Fax Number
DCFS Office Name and Address			

4. SPECIAL INSTRUCTIONS FOR DRUG TESTING

TERMINATION DATE (Note: This field is <u>mandatory</u> for all Referrals. The termination date may not exceed six months from the date of Referral): The timeframe for testing is from: _____ to: _____	Supervisor's signature (if applicable):
Court-Ordered; YES <input type="checkbox"/> Please make sure there is a Court Order on file. *Weekly testing must be court ordered.	

INSTRUCTIONS TO CSW:

Complete all information legibly. This Referral is used to refer a client to _____ for alcohol and/or drug testing. Please fax completed form to _____ at (XXX) XXX-XXXX.

*** Court Number will not be accepted. Writing in the Court number will not allow CSWs to receive test results. The Hotline referral number is used only if the State Number is not available.

INSTRUCTIONS TO CLIENT:

Please call (800) 829-0100 daily (Sunday through Thursday) after 6:30 P.M. and press Option 2 to hear if your Test Code has been called. You **MUST** test on the **SAME DAY** that your Test Code is scheduled. A test taken on any other day will be considered invalid unless previously approved by your CSW. **A missed test is considered to be a positive test.** If you are on a specialized drug-testing schedule, your CSW will give you instructions on when to test.

If this Referral is not complete or legible, contact your CSW immediately. You must present this Referral when you report for testing. You also must present a valid picture ID each time you report for testing. Lack of picture ID will not allow you to test. If you wish to test at a different collection site, please contact your CSW. If you have any questions regarding your drug testing, please contact your CSW or attorney.

FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS
ATENCIÓN _____: Por favor inscriba al cliente en el horario semanal.

ALCOHOL SOLAMENTE* **DROGAS Y ALCOHOL*** **NUEVO** **CAMBIO**
 (*Debe ser consistente con orden judicial actual.)

1. INFORMACION DEL CLIENTE: Nota: La información requerida en las secciones 1., 2., y 3., es ABSOLUTAMENTE OBLIGATORIA

Apellido del Cliente/Donador	Nombre	Fecha de Nacimiento	Clave del Examen (Inicial del apellido)
Número del Caso del DCFS (7 dígitos) o Número del Hotline Referral (19 digits)***	Componente de servicio de el caso: (Por favor circule uno)ER / FM / FR / PP/ VFM/ VFR/ Otro	Los exámenes semanales están ordenados por la Corte? Sí <input type="checkbox"/>	Fecha de la Referencia
Nombre del Menor Mayor en el Caso		Nombre del Caso	
El cliente esta tomando medicinas? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de las medicinas:			
EL CLIENTE ES DIABETICO(A)? (El Diabetes puede alterar los resultados del examen de alcohol.) SI <input type="checkbox"/> NO <input type="checkbox"/>			

2. INFORMACION DEL LUGAR DE COLECCION

Nombre del lugar de Colección	Horas de Operación		
Calle	Ciudad	Código Postal	

3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A

Apellido de CSW	Nombre	Número de Expediente (File #)	Número de Teléfono
Apellido de SCSW	Nombre	Número de Teléfono	Número de Fax
Nombre y dirección de la Oficina de DCFS			

5. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS

Fecha de Terminación (Nota :Este campo es obligatorio para todas las referencias.. La fecha de terminación no podrá exceder de seis meses a partir de la fecha de remisión. El tiempo del examen es: DE: A:	Firma del supervisor (si es aplicable):
ORDENADO POR LA CORTE: SI <input type="checkbox"/> Por favor asegúrese de que haya una orden judicial en el archive. . Todas las referencias de pruebas semanales deben ser ordenadas por la corte.	

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente y, mándela por fax a _____ al (XXX) XXX-XXXX. Esta forma se utiliza para referir al cliente a _____

***El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorará el proceso de los resultados. El número de referencia del Hotline se usa solamente si el número del Estado no está disponible. .

INSTRUCCIONES AL CLIENTE:

Por favor llame al (800) 829-0100 diariamente (de domingo a jueves) después de las 6:30 PM y seleccione la opción #2 para saber si su Clave del Examen ha sido llamado. Debe hacer el examen el mismo día que su Clave del Examen está programado. Un examen tomada en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. Si falta a algún examen, se considera una prueba positiva. Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará Instrucciones sobre cuándo hacerse la prueba.

Si esta forma no esta completa o legible, póngase en contacto inmediatamente con su Trabajador/a Social. Usted debe presentar una identificación valida con fotografía cada vez que se reporte para un examen. Sin identificación, Ud. no podrá hacer el examen. Si usted desea hacer el examen en un sitio diferente, o tiene preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

Exhibit A-4: Listing of 21 Designated Zip Code Areas for Collection Sites Monday – Friday

Collection Site #	Service Planning Area 1		
1	Lancaster*		93534
2	Palmdale*	93544	93550 93591
Collection Site #	Service Planning Area 2		
3	Santa Clarita*	91342	91321
4	San Fernando Valley*	91331	91402 91403 91405 91406
5	West San Fernando Valley*	91303 91304	91303 91343
Collection Site #	Service Planning Area 3		
6	Pasadena*	90032	91101 90042 91103 90065 91104
7	Covina*		91724
8	El Monte*	91731	91732
9	Pomona*	91766	91767
10	Glendora*	91702	91706 91746
Collection Site #	Service Planning Area 4		
11	Metro North*	90031	90032 90033

Collection Site #	Service Planning Area 5		
12	West Los Angeles*	90019	90066 90230
Collection Site #	Service Planning Area 6		
13	Vermont Corridor*	90016	90044
14	Wateridge*	90003	90011
15	Compton*		90059
16	Compton West*		90061
Collection Site #	Service Planning Area 7		
17	Belvedere*	90022	90201 90255
18	Santa Fe Springs*	90213	90603 90241 90604 90242 90605 90262 90606 90280 90631 90670 90638 90723 90639 90601 90706 90602
Collection Site #	Service Planning Area 8		
19	South County*	90805	90813
20	Avalon, Catalina Island*		90704
21	Torrance*	90250	90301 90501 90717

*Indicates that a minimum of one Collection Site is required in the single zip-code or zip-code group Monday – Friday

Exhibit A-5: Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday

Collection Site #	Service Planning Area 1**
1	93534 or 93544 or 93550 or 93591
Collection Site #	Service Planning Area 2**
2	91342 or 91321 or 91331 or 91402 or 91403 or 91405 or 91406 or 91304 or 91303 or 91343
Collection Site #	Service Planning Area 3**
3	90032 or 91101 or 90042 or 91103 or 90065 or 91104 or 91724 or 91731 or 91732 or 91766 or 91767 or 91702 or 91706 or 91746
Collection Site #	Service Planning Area 4**
4	90031 or 90032 or 90033

Collection Site #	Service Planning Area 5**
5	90019 or 90066 or 90230
Collection Site #	Service Planning Area 6**
6	90016 or 90044 or 90003 or 90011 or 90059 or 90061
Collection Site #	Service Planning Area 7**
7	90022 or 90201 or 90255 or 90213 or 90603 or 90241 or 90604 or 90242 or 90605 or 90262 or 90606 or 90280 or 90631 or 90670 or 90638 or 90723 or 90639 or 90601 or 90706 or 90602
Collection Site #	Service Planning Area 8**
8	90805 or 90813 or 90250 or 90501 or 90301 or 90717

** Indicates that a minimum of one Collection Site is required in the Service Planning Area zip-code group Saturday or Sunday.

Exhibit A-6: Listing Of Los Angeles County DCFS Regional Offices by Spa

Service Planning Area 1
Lancaster
Palmdale
Service Planning Area 2
Santa Clarita
San Fernando Valley
West San Fernando Valley
Service Planning Area 3
Pasadena
Covina
El Monte
Pomona
Glendora
Service Planning Area 4
Metro North
Service Planning Area 5
West LA
Service Planning Area 6
Vermont Corridor
Wateridge
Compton
Compton West
Service Planning Area 7
Belvedere
Santa Fe Springs
Service Planning Area 8
South County (Including Avalon)
Torrance

Exhibit A-7: Proposer Form for Listing of Collection Sites

**Use additional sheets as necessary.
Monday – Friday**

Collection Site #	Service Planning Area 1	
1	Lancaster	(93534)
		Name: <u>NEW DIRECTIONS ALCOHOL & DRUG</u> Address: <u>42257 6TH STREET WEST #307</u> Contact: <u>REGINA</u> Phone#: <u>661-942-2255</u> Fax#: <u>661-949-1480</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
2	Palmdale	(93550) 93591
	(Circle Zip Code) 93544	Name: <u>PALMDALE MEDICAL & MENTAL HEALTH SERVICE</u> Address: <u>2720 EAST PALMDALE BLVD</u> Contact: <u>ANABEL</u> Phone#: <u>661-947-3333</u> Fax#: <u>661-575-2397</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 2	
3	Santa Clarita	(91321)
	(Circle Zip Code) 91342	Name: <u>NCADD SANTA CLARITA</u> Address: <u>24460 LYONS AVENUE</u> Contact: <u>LINDA</u> Phone#: <u>661-253-9400</u> Fax#: <u>661-253-9403</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
4	San Fernando Valley	(91402) 91405 91406
	(Circle Zip Code) 91331 91403	Name: <u>EXPRESS COLLECTIONS</u> Address: <u>8780 VAN NUYS BLVD UNIT C, PANORAMA CITY</u> Contact: <u>TONY</u> Phone#: <u>818-891-2235</u> Fax#: <u>818-891-3315</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
5	West San Fernando Valley	(91303) 91343
	(Circle Zip Code) 91304	Name: <u>CALIFORNIA DIVERSION PROGRAMS</u> Address: <u>21054 SHERMAN WAY #205, CANOGA PARK</u> Contact: <u>AMANDA</u> Phone#: <u>818-716-0188</u> Fax#: <u>818-716-1560</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 3		
6	Pasadena	(Circle Zip Code) 90032 91101 90042 91103 90065 91104	Name: <u>GRANDVIEW FOUNDATION, INC</u> Address: <u>1230 N MARENGO AVENUE</u> Contact: <u>LINDA</u> Phone#: <u>626-797-1124</u> Fax#: <u>626-398-9674</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
7	Covina	91724	Name: <u>NCADD COVINA</u> Address: <u>4626 NORTH GRAND AVENUE</u> Contact: <u>DOUG</u> Phone#: <u>626-331-5316</u> Fax#: <u>626-332-2219</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
8	El Monte	(Circle Zip Code) 91731 91732	Name: <u>CALIFORNIA HISPANIC COMMISSION</u> Address: <u>11046 VALLEY MALL</u> Contact: <u>HERMAN AVILES</u> Phone#: <u>626-444-9000</u> Fax#: <u>626-444-9044</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
9	Pomona	(Circle Zip Code) 91766 91767	Name: <u>POMONA COMMUNITY CRISIS CENTER</u> Address: <u>240 EAST MONTEREY AVENUE</u> Contact: <u>MICHELLE</u> Phone#: <u>909-623-1588</u> Fax#: <u>909-629-2470</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
10	Glendora	(Circle Zip Code) 91702 91706 91746	Name: <u>AZUSA MEDICAL & MENTAL HEALTH SERVICES</u> Address: <u>472 SOUTH CITRIUS AVENUE, AZUSA</u> Contact: <u>ILEEN IZEKELIAN</u> Phone#: <u>626-858-9500</u> Fax#: <u>626-858-9090</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 4	
11	Metro North (Circle Zip Code) 90031 90032 90033	Name: <u>CLINICA MONSEÑOR OSCAR A ROMERO</u> Address: <u>2032 MARENGO STREET, LOS ANGELES</u> Contact: <u>ELAINE</u> Phone#: <u>323-987-1034</u> Fax#: <u>323-987-1402</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 5	
12	West Los Angeles (Circle Zip Code) 90019 90066 90230	Name: <u>HOLLYWOOD MEDICAL AND MENTAL SERVICE</u> Address: <u>5015 WEST PICO BLVD, LOS ANGELES</u> Contact: <u>IILEEN IZEKELIAN</u> Phone#: <u>323-653-1677</u> Fax#: <u>323-936-9438</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 6	
13	Vermont Corridor (Circle Zip Code) 90016 90044	Name: <u>SEEKING PEACEFUL SOLUTIONS INC</u> Address: <u>8724 SOUTH VERMONT AVENUE</u> Contact: <u>MONIQUE MARSHALL</u> Phone#: <u>323-753-1314</u> Fax#: <u>323-753-6619</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
14	Wateridge (Circle Zip Code) 90003 90011	Name: <u>AVALON CARTER COMMUNITY CENTER</u> Address: <u>4920 AVALON AVENUE</u> Contact: <u>JANET</u> Phone#: <u>323-232-4391</u> Fax#: <u>323-234-1008</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
15	Compton (Circle Zip Code) 90059	Name: <u>WATTS LABOR ACTION</u> Address: <u>950 SOUTH CENTRAL AVENUE</u> Contact: <u>SHEILA THOMAS</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 6	
16	Compton West	(90061) Name: <u>MJB TRANSITIONAL</u> Address: <u>11152 SOUTH MAIN</u> Contact: <u>SYLVIA</u> Phone#: <u>323-777-2491</u> Fax#: <u>323-777-0426</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 7	
17	Belvedere	(Circle Zip Code) (90022) 90201 90255 Name: <u>MELA COUNSELING SERVICE</u> Address: <u>5723 WHITTIER BLVD HWY</u> Contact: <u>JAUN/KATHY</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
18	Santa Fe Springs	(Circle Zip Code) 90213 90603 90241 90604 90242 90605 90262 90606 90280 90631 (90670) 90638 90723 90639 90601 90706 90602 Name: <u>LACADA SANTA FE SPRINGS</u> Address: <u>11015 BLOOMFIELD AVENUE</u> Contact: <u>RACHEL</u> Phone#: <u>562-906-2676</u> Fax#: <u>562-906-2681</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 8	
19	South County	(Circle Zip Code) (90805) 90813 Name: <u>WEST COUNTY MEDICAL CLINIC</u> Address: <u>11 EAST MARKET STREET.LONG BEACH</u> Contact: <u>ILEEN IZEKELIAN</u> Phone#: <u>562-428-4222</u> Fax#: <u>562-428-0372</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>
20	Avalon, Catalina Island	(90704) Name: <u>CATALINA ISLAND MEDICAL CENTER</u> Address: <u>100 FALLS CANYON ROAD</u> Contact: <u>LYRA</u> Phone#: <u>310-510-0700</u> Fax#: <u>310-510-2938</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Collection Site #	Service Planning Area 8	
21	Torrance (Circle Zip Code) 90250 90301 90501 90717	Name: <u>PROGRESSIVE MEDICAL GROUP</u> Address: <u>1035 SOUTH PRAIRIE #1, INGLEWOOD</u> Contact: <u>MR. THOMAS</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 7AM-7PM</u> <u>MON X TUE X WED X THU X FRI X</u>

Saturday or Sunday Sites:

Collection Site #	Service Planning Area 1	
1	93534 or 93544 or 93550 or 93591 (Circle One Zip Code)	Name: <u>NEW DIRECTIONS ALCOHOL & DRUG</u> Address: <u>42257 6TH STREET W #307, LANCASTER</u> Contact: <u>REGINA</u> Phone#: <u>661-942-2255</u> Fax#: <u>661-949-1480</u> Days of Operation: <u>SAT X or SUN</u> Hours of Operation: <u>SATURDAY 8AM-3PM</u> <u>SAT X or SUN</u>

Collection Site #	Service Planning Area 2	
2	91342 or 91321 or 91331 or 91402 or 91403 or 91405 or 91406 or 91304 or 91303 or 91343 (Circle One Zip Code)	Name: <u>NCADD SANTA CLARITA</u> Address: <u>24460 LYONS AVENUE</u> Contact: <u>LINDA</u> Phone#: <u>661-253-9400</u> Fax#: <u>661-253-9403</u> Days of Operation: <u>SAT X or SUN</u> Hours of Operation: <u>SATURDAY 9AM-1PM</u> <u>SAT X or SUN</u>

Collection Site #	Service Planning Area 3	
3	90032 or 91101 or 90042 or 91103 or 90065 or 91104 or 91724 or 91731 or 91732 or 91766 or 91767 or 91702 or 91706 or 91746 (Circle One Zip Code)	Name: <u>AZUSA MEDICAL & HEALTH SERVICE</u> Address: <u>472 SOUTH CITRIUS AVENUE</u> Contact: <u>ILEEN IZEKELIAN</u> Phone#: <u>626-858-9500</u> Fax#: <u>626-858-9090</u> Days of Operation: <u>SAT X or SUN</u> Hours of Operation: <u>SATURDAY 9AM-1PM</u> <u>SAT X or SUN</u>

Collection Site #	Service Planning Area 4	
4	90031 or 90032 or <u>90033</u> (Circle One Zip Code)	Name: <u>CLINICA MONSEÑOR OSCAR A. ROMERO</u> Address: <u>2032 MARENGO STREET</u> Contact: <u>ELAINE</u> Phone#: <u>323-987-1034</u> Fax#: <u>323-987-1402</u> Days of Operation: SAT <u>X</u> or SUN <u> </u> Hours of Operation: SATURDAY 9AM-1PM SAT <u>X</u> or SUN <u> </u>

Collection Site #	Service Planning Area 5	
5	90019 or <u>90066</u> or 90230 (Circle One Zip Code)	Name: <u>HOLLYWOOD MEDICAL & MENTAL SERVICE</u> Address: <u>5015 WEST PICO BLVD</u> Contact: <u>ILEEN IZEKELIAN</u> Phone#: <u>323-653-1677</u> Fax#: <u>323-936-9438</u> Days of Operation: SAT <u>X</u> or SUN <u> </u> Hours of Operation: SATURDAY 9AM-1PM SAT <u>X</u> or SUN <u> </u>

Collection Site #	Service Planning Area 6	
6	90016 or <u>90044</u> or 90003 or 90011 or 90059 or 90061 (Circle One Zip Code)	Name: <u>SEEKING PEACEFUL SOLUTIONS, INC</u> Address: <u>8724 SOUTH VERMONT AVENUE</u> Contact: <u>MONIQUE MARSHALL</u> Phone#: <u>323-753-1314</u> Fax#: <u>323-753-6619</u> Days of Operation: SAT <u>X</u> or SUN <u> </u> Hours of Operation: SATURDAY 9AM-1PM SAT <u>X</u> or SUN <u> </u>

Collection Site #	Service Planning Area 7	
7	<u>90022</u> or 90201 or 90255 or 90213 or 90603 or 90241 or 90604 or 90242 or 90605 or 90262 or 90606 or 90280 or 90631 or 90670 or 90638 or 90723 or 90639 or 90601 or 90706 or 90602 (Circle One Zip Code)	Name: <u>MELA COUNSELING SERVICE</u> Address: <u>5723 WHITTIER BLVD HWY</u> Contact: <u>JUAN</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: SAT <u>X</u> or SUN <u> </u> Hours of Operation: SATURDAY 9AM-1PM SAT <u>X</u> or SUN <u> </u>

Collection Site #	Service Planning Area 8	
8	90885 or 90813 or 90250 or 90501 or <u>90301</u> or 90717 (Circle One Zip Code)	Name: <u>PROGRESSIVE MEDICAL GROUP</u> Address: <u>1035 SOUTH PRAIRIE #1, INGLEWOOD</u> Contact: <u>MR. THOMAS</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: SAT <u>X</u> or SUN <u> </u> Hours of Operation: SATURDAY 9AM-1PM SAT <u>X</u> or SUN <u> </u>

Exhibit A-8: Sample of Vendor Invoice

Name of Lab
Address of Lab
Telephone Number

DCFS Finance Division
ATTN: Contract Accounting
425 Shatto Place Room 204
Los Angeles, CA 90020

Account# 00000
Invoice Date: MM/DD/YYYY
Invoice # 000000-00

Panel Code Description
96000 = Alcohol
965053 = 5 DRUGS + ALC/MDMA (DCFS)

Last Name	First Name	Date of Birth	Case Number	Specimen Tracking	Type and Reason for Test	Collection Date	Panel Code	Charge

LINE ITEM BUDGET

BIDDER Pacific Toxicology Labs DATE 3/4/2015

A. Payroll Cost:

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Accessioner	3	100%	\$26,000	\$78,000
Lab Tech	2	100%	\$52,000	\$104,000
Customer Service Rep	2	100%	\$27,040	\$54,080
Project Director	1	25%	\$13,520	\$13,520
Total Payroll Cost				\$249,600

B. Employee Benefits:

Position Title/Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance	7.25	\$3,988	\$47,850
Dental Insurance	7.25	\$725	\$8,700
Total Employee Benefit Cost			\$56,550

C. Payroll Taxes

Position Title/Description	Number of Employees	Monthly Cost	Annual Cost
Federal and State Taxes	7.25	\$1,558	\$18,700
FICA	7.25	\$1,292	\$15,500
State Disability	7.25	\$208	\$2,500
Workers comp	7.25	\$211	\$2,538
Total Payroll Taxes			\$39,238

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Collection fee	\$63,750	\$765,000
County cups	\$2,550	\$30,600
Lab supplies	\$12,750	\$153,000
Lab forms	\$850	\$10,200
Courier service	\$4,000	\$48,000
Total Insurance, Equipment and Operation Expenses		\$1,006,800
TOTAL DIRECT COST		\$1,352,188

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
IT support	\$2,000	\$24,000
TOTAL INDIRECT COST		\$24,000

TOTAL DIRECT AND INDIRECT COST		\$1,376,188
---------------------------------------	--	--------------------

PROFIT RATE (%)	2%	PERCENTAGE TOTAL PROFIT AMOU	\$26,312.50
------------------------	----	-------------------------------------	--------------------

TOTAL ANNUAL COST		\$1,402,500
--------------------------	--	--------------------

TOTAL MONTHLY COSTS	\$116,875
----------------------------	------------------

BUDGET NARRATIVE

BUDGET LINE ITEM	BASIS OF ESTIMATION
Payroll Cost	Estimated cost of employee
Medical Insurance	PacTox average cost per employee
Dental Insurance	PacTox average cost per employee
Federal and State Taxes	7.5% of payroll
FICA	6.2% of payroll
State Disability	1% of payroll
Workers comp	PacTox average cost per employee
Collection fee	\$7.50 per sample
County cups	\$.30 per sample
Lab supplies	\$2.00 per sample
Lab forms	\$.10 per sample
Courier service	\$10.00 per daily collection site
IT support	\$2,000 per month
Profit	Cost plus 5%

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Pacific Toxicology Laboratories

Bidder/Offeror's Name

9348 De Soto Avenue, Chatsworth, CA 91311

Address

95-3926170

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010, County Code, of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti discrimination laws of the United States of America and the State of California.

Authorized Sign

3/10/15
Date

Rocco Lanzolatta, CEO, Pacific Toxicology Labs

Name / Title / Name of Company or Organization

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:

Pacific Toxicology Laboratories

CAGE CODE: 1DSX3

NAICS CODE: 621511

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 88						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1			
Hispanic/Latino					10	8
Asian or Pacific Islander			1	1		1
American Indian						
Filipino				2	13	12
White			6	4	10	17

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	.15 %	%	%	94.76 %
Women	%	%	2.29 %	%	.29 %	2.51 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Rocco Lanzolatta	Authorized Signature	Title CEO	Date 4/6/2015
---	----------------------	--------------	------------------

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME PACIFIC TOXICOLOGY LABORATORIES

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 3 / 10 / 2015

PRINTED NAME: ROCCO LANZOLATTA

POSITION: CEO

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name PACIFIC TOXICOLOGY LABORATORIES Contract No. _____

Employee Name ROCCO LANZOLATTA

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____
PRINTED NAME: ROCCO LANZOLATTA
POSITION: CEO

DATE: 3/10/2015

**DEPARTMENT OF AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

Revision: March 2014

**AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR) which contract with Los Angeles County (COUNTY).

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

The COUNTY recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

A-C Contract Accounting and Administration HandbookAccruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.1 If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the contract and at the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

2.0 Accounting System

Each CONTRACTOR shall maintain a **double entry accounting system** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

A-C Contract Accounting and Administration HandbookExample:

	<u>Debit</u>	<u>Credit</u>
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
 - COUNTY payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
 - Description (entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check Number
- Cash (Credit) Column
- Expense Account Name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

A-C Contract Accounting and Administration Handbook

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks).

A *Check Register* may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS use the expense account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The COUNTY recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

A-C Contract Accounting and Administration Handbook

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

A-C Contract Accounting and Administration Handbook

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

A-C Contract Accounting and Administration Handbook

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum COUNTY'S reimbursement rate for employees.

A-C Contract Accounting and Administration Handbook

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

A-C Contract Accounting and Administration Handbook**3.3 Payments to Affiliated Organizations or Persons**

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

A-C Contract Accounting and Administration Handbook

- Invoices – Vendor name and date
- Checks – Number
- Vouchers – Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal

A-C Contract Accounting and Administration Handbook

awards, including pass-through awards, have annual audits. Details are contained in the Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts**1.1. Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

A-C Contract Accounting and Administration Handbook

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements**2.1 General**

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

A-C Contract Accounting and Administration Handbook

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***Petty cash***

A-C Contract Accounting and Administration Handbook

disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR-issued credit cards and an employee's personal credit card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements are not sufficient support for credit card purchases.***

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

A-C Contract Accounting and Administration Handbook

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

A-C Contract Accounting and Administration Handbook

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land cannot be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

A-C Contract Accounting and Administration Handbook

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

A-C Contract Accounting and Administration Handbook

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a "sale and leaseback" arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a "less than arms length" lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

A-C Contract Accounting and Administration Handbook

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.
- 6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and applicable OMB Circular(s). The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

A-C Contract Accounting and Administration Handbook

1.4 Unspent Funds

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocable Expenses

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular(s), agencies shall define their allocable expenses as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

A-C Contract Accounting and Administration Handbook

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

A-C Contract Accounting and Administration HandbookExample:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

A-C Contract Accounting and Administration Handbook

1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

A-C Contract Accounting and Administration Handbook

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE**OVERVIEW**

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

A-C Contract Accounting and Administration Handbook

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive

A-C Contract Accounting and Administration Handbook

compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to establish compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

A-C Contract Accounting and Administration Handbook

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS**1.0 Insurance**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

A-C Contract Accounting and Administration Handbook**2.0 Activity**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012

OMB

<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>

45 CFR 74.27

<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>



Notice 1015

(Rev. December 2014)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Bidders or Proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder or Proposer is excepted from the Program.

Company Name: Pacific Toxicology Laboratories		
Company Address: 9348 De Soto Avenue		
City: Chatsworth	State: CA	Zip Code: 91311
Telephone Number: 818-598-3110		
Solicitation For (Type of Goods or Services): Urine Collection and Drug/Alcohol Testing		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program, because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Rocco Lanzolatta	Title: Chief Executive Officer
Signature: _____	Date: 3/10/13

“Contractor Employee Jury Service”**Los Angeles County Code Sections 2.203.010 through 2.203.090****2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contract contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- B. **Compliance Certification.** At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following: or Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

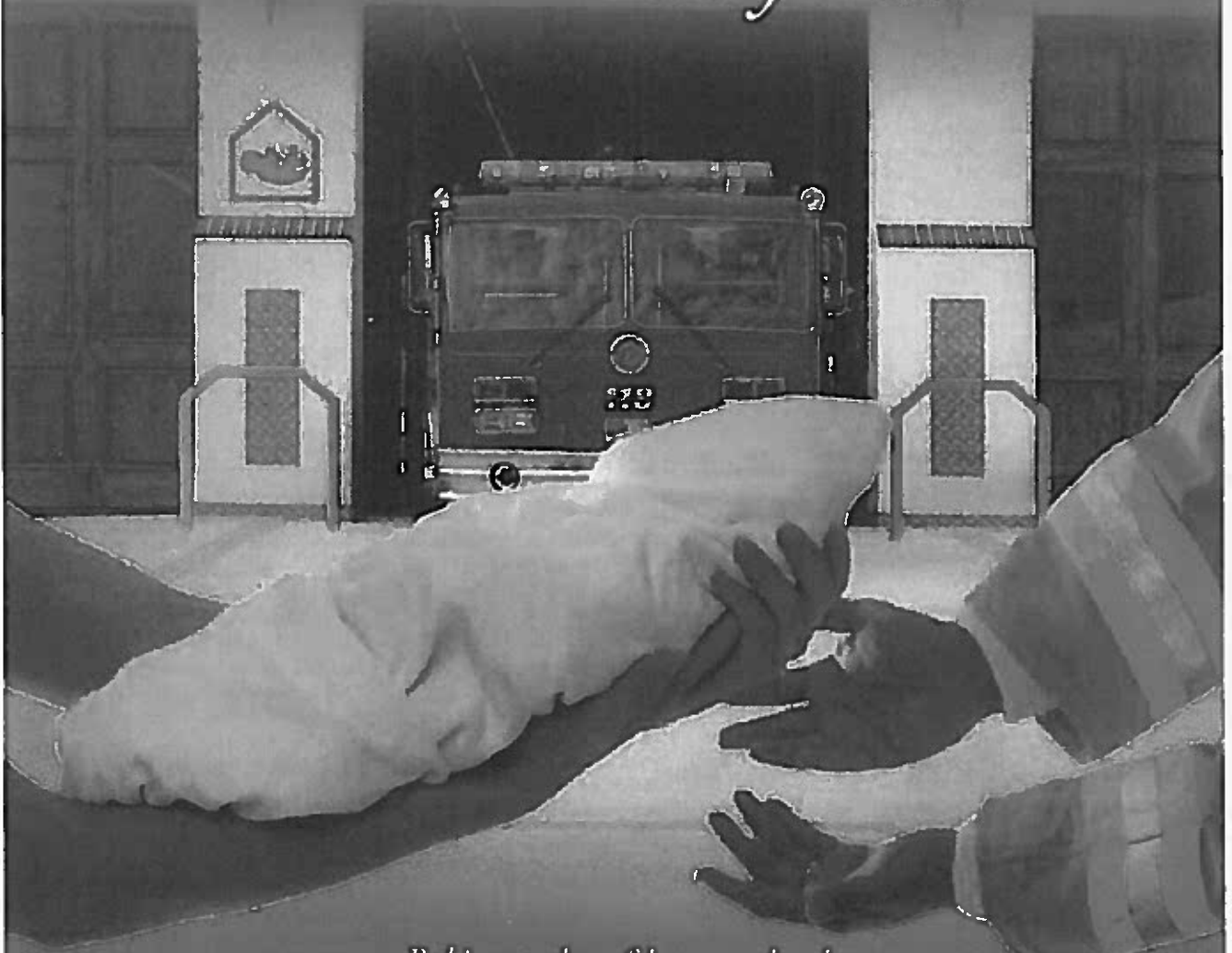
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

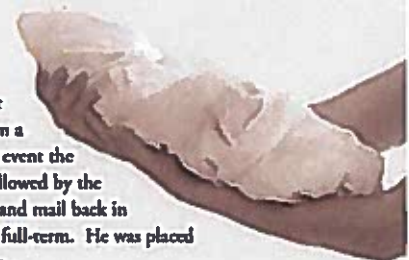
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

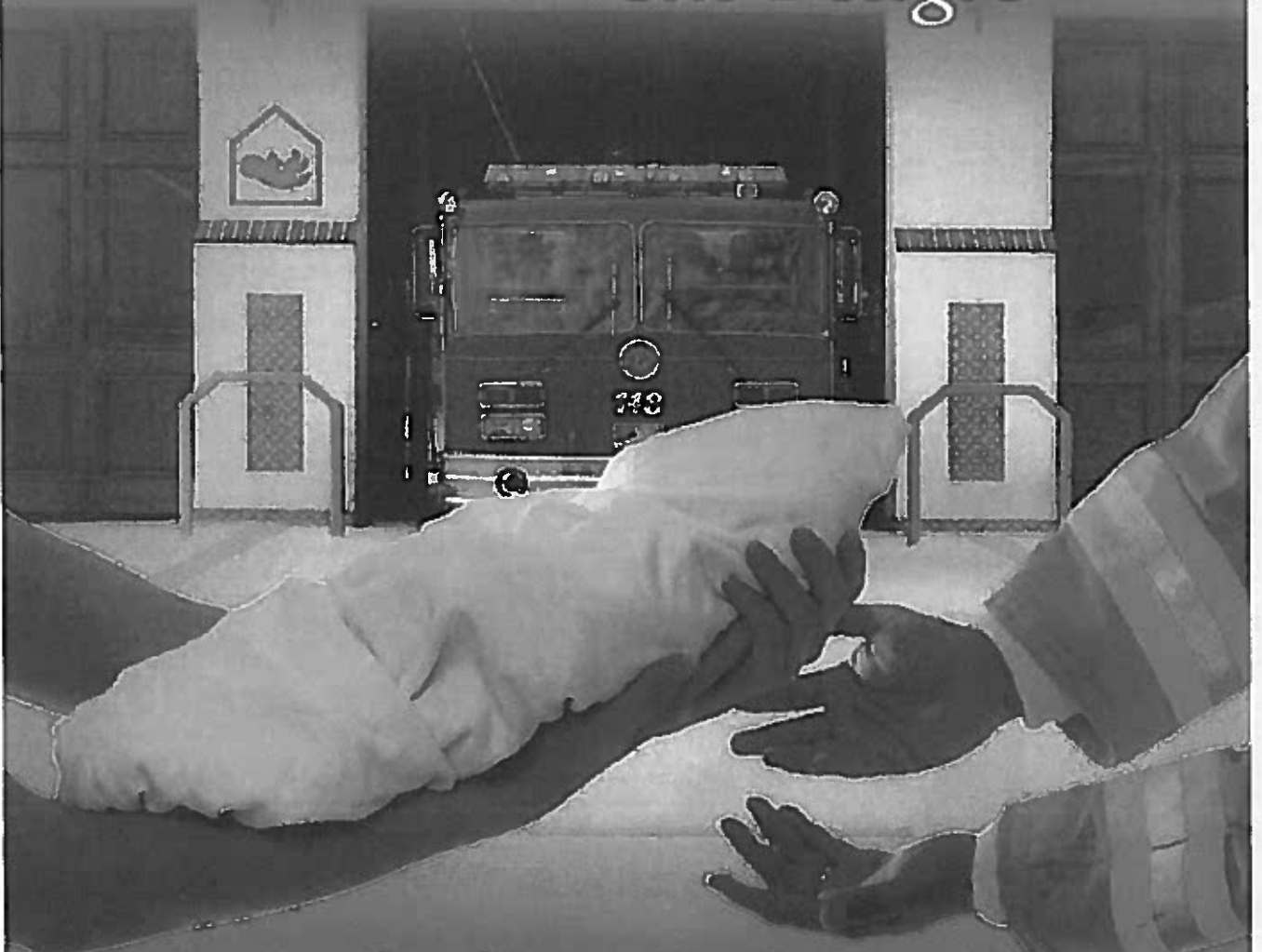
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parto de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comentar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.

Organization

Name: Cheri Flores
Contact Person: Director of Client Services
Address: 9348 De Soto Avenue
City, State, Zip: Chatsworth, CA 91311
Telephone: 818-678-4422
Facsimile: 818-598-8488
E-Mail Address: cflores@pactox.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: Rocco Lanzolatta
Title: Chief Executive Officer
Address: 9348 De Soto Avenue
 Chatsworth, CA 91311
Telephone: 818-678-4405
Facsimile: 818-882-0259
E-Mail Address: jlanzolatta@sbcglobal.net

Name: Neil Patel
Title: Chief Financial Officer
Address: 9348 De Soto Avenue
 Chatsworth, CA 91311
Telephone: 818-678-4460
Facsimile: 818-882-0259
E-Mail Address: npatel@pactox.com

IF THERE ARE ANY CHANGES, A NEW CERTIFIED STATEMENT OF INFORMATION MUST BE SUBMITTED TO:

DCFS Contracts Administration
Attn: Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

Rocco Lanzolatta

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Signature of Individual Authorized to Bind Contractor in a Contract with the County

3/10/15

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. 13-0013

COUNTY PROGRAM MANAGER:

Name: Donna Fernandez
Title: Program Manager
Address: 425 Shatto Place, Room 500
Los Angeles, CA 90020
Telephone: (213) 351-5714
Facsimile: (213) 351-2474
E-Mail Address: fernadc@dcfs.lacounty.gov

CONTRACT PROGRAM MONITOR:

Name: Stophe Barlock-Page
Title: Contract Program Monitor
Address: 425 Shatto Place, Room 500
Los Angeles, CA 90020
Telephone: (213) 739-6405
Facsimile: (213) 351-2474
E-Mail Address: barlos@dcfs.lacounty.gov

CHARITABLE CONTRIBUTIONS CERTIFICATION

Pacific Toxicology Laboratories
 Company Name
9348 De Soto Avenue, Chatsworth CA 91311
 Address
95-3926170
 Internal Revenue Service Employer Identification Number
N/A
 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Bidder or Contractor has examined its activities and determined that it <u>does not now receive or raise</u> charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	()
OR		
Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	()	()

 Signature

3/10/15
 Date

Rocco Lanzolatta
 Name and Title (please type or print)

**REQUEST FOR DVBE PREFERENCE PROGRAM
CONSIDERATION**

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm <i>Pacific Toxicology Laboratories</i>	County Webven No.
Print Name: <i>Rocco Lanzolatta</i>	Title: <i>CEO</i>
Signature: _____	Date: <i>3/10/2015</i>

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



AMENDMENT NUMBER ONE

TO

**URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING
SERVICES**

CONTRACT NUMBER 130013

WITH

PACIFIC TOXICOLOGY LABORATORIES, INC.

OCTOBER 2017

**AMENDMENT NUMBER ONE
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 130013**

This Amendment Number One ("Amendment") to Urine Sample Collection for Drug and Alcohol Testing Services Contract, ("Contract") is made and entered into by and between the County of Los Angeles, ("COUNTY"), and Pacific Toxicology Laboratories, Inc. ("CONTRACTOR"), this 19 day of October, 2017.

WHEREAS, the purpose of this Amendment is to increase the Maximum Annual Contract Sum by \$154,000 for the current contract term January 1, 2017 – December 31, 2017; and

WHEREAS, this Amendment includes the required updated contract provisions; and

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 7.0, CHANGES AND AMENDMENTS, subsection 7.2 of Contract Number 130013; and

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:

1. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Sub-section 3.1.1 is added as follows:
 - 3.1.1 The maximum contract sum for work performed between January 1, 2017 and December 31, 2017 is increased by One Hundred Fifty Four Thousand Dollars (\$154,000), from One Million Five Hundred Forty Thousand Dollars (\$1,540,000) to One Million Six Hundred Ninety Four Thousand Dollars (\$1,694,000).
2. Part II, Standard Terms and Conditions, Section 23.0 County's Quality Assurance Plan is deleted in its entirety and replaced as follows:

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does

not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

3. Part II, Standard Terms and Conditions, Section 47.0 Safely Surrendered Baby Law, sub-sections 47.1 and 47.2 are deleted in their entirety and replaced as follows:

47.1 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrender Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

47.2 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

4. Part II, Standard Terms and Conditions, Section 62.0 Compliance with County's Zero Tolerance Policy on Human Trafficking is added as follows:

62.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges and certifies in Exhibit N, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this

paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

5. Part II, Standard Terms and Conditions, Section 63.0 Contractor Protection of Electronic County Information is added as follows:

63.0 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION

63.1 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards in compliance with the Board Policy 5.200 (Contractor Protection of Electronic County Information, effective July, 19, 2016) and other applicable federal, State, County, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, relating to privacy, availability, integrity, confidentiality and information security. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

63.2 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

63.3 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) the Board Policy 5.200 (Contractor Protection of Electronic County Information, effective July, 19, 2016); (b) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

63.4 Certification

The County must receive within ten (10) business days of its request, a certification Exhibit O from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 65.1 Data Encryption shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

6. Part II, Standard Terms and Conditions, Section 64.0 Mandatory Requirement to Register on Federal System for Award Management added as follows:

64.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, Debarment and Suspensions, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit P.


ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 130013**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Acting Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month, and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: 

Brandon T. Nichols, Acting Director
Department of Children and
Family Services

Pacific Toxicology Laboratories, Inc.
Name of Agency

By: _____
Name: Rocco J. Lanzetta
Title CEO

By: _____
Name: NEIL PATRICK
Title CEO

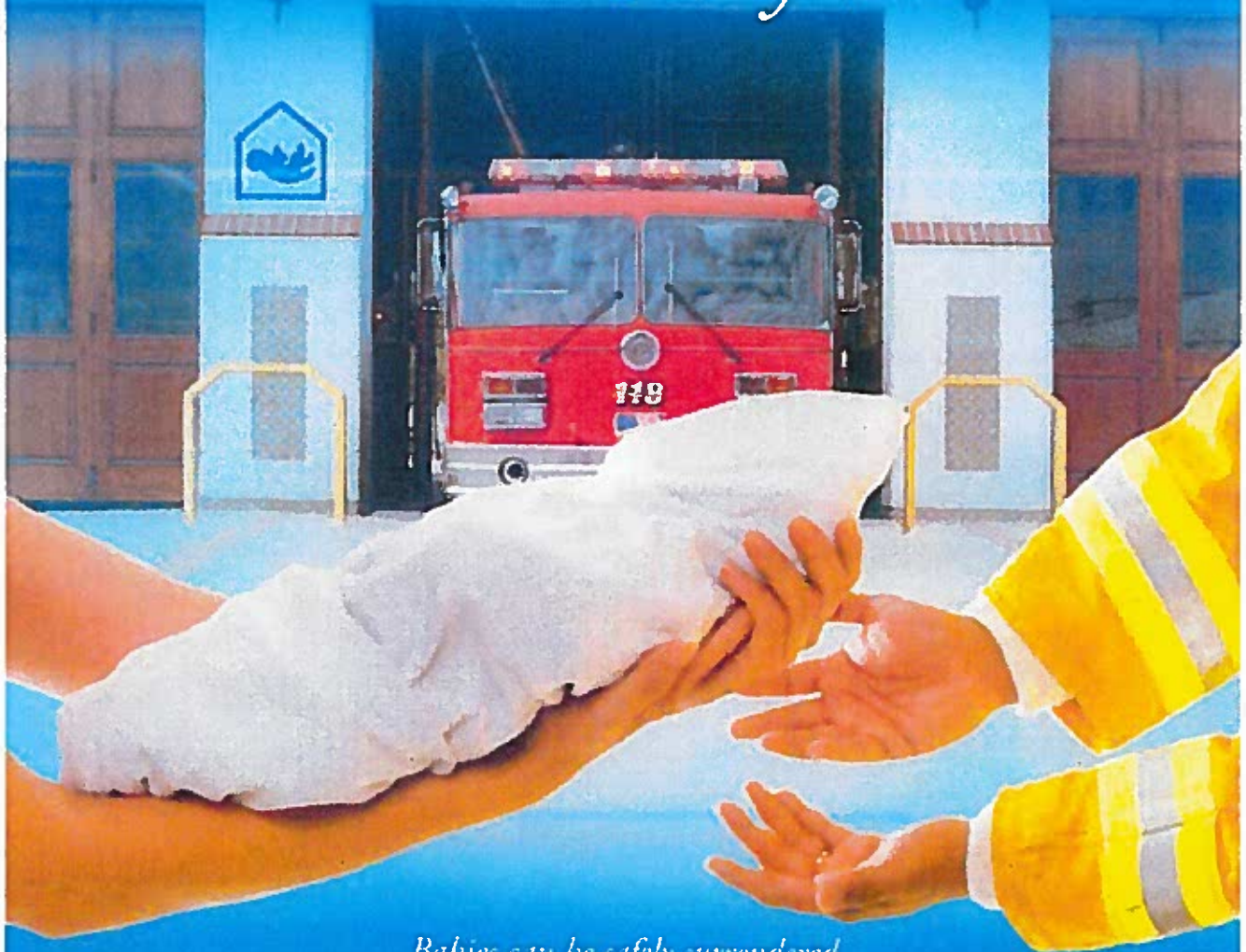
95-3926170
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: 

David Beaudet, Senior Deputy County Counsel

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

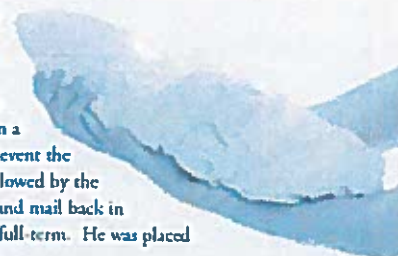
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name: Pacific Toxicology Laboratories		
Company Address: 9348 Desoto Ave.		
City: Chatsworth	State: CA	Zip Code: 91311
Telephone Number: 818-678-4405 Email address: jlanzolatta@pactox.com		
Solicitation/Contract for <u>urine sample collection for drug & Alcohol Testing</u> Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors acknowledges and certifies compliance with Part II, Standard Terms and Conditions, Section 62.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that contractor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any bid, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: <i>Rocco Jeffrey Lanzolatta</i>	Title: <i>CEO</i>
Signature:	Date: <i>9/27/17</i>

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200 Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1). Will County data stored on your workstation(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2). Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3). Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4). Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5). Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6). Will County data be stored on remote servers*? <small>*cloud storage, Software-as-a-Service or SaaS</small>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Pacific Toxicology Labs. - Rocco Jeffrey Laurinotta
Contractor Name

CEO
Contractor Official Title

Official's Signature

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Pacific Toxicology Laboratories
Company Name

9342 De Soto Ave, Chatsworth 91311
Address

95-3926170
Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Prospective Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- (a) Debarred or suspended from federal financial assistance programs and activities;
- (b) Proposed for debarment;
- (c) Declared ineligible or;
- (d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

Signature of Contractor

9/27/17
Date

Rocco Jeffrey Laurolotto
Contractor Name and Title

CFO



AMENDMENT NUMBER TWO

TO

**URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING
SERVICES**

CONTRACT NUMBER 130013

WITH

PACIFIC TOXICOLOGY LABORATORIES, INC.

November 2017

**AMENDMENT NUMBER TWO
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 130013**

This Amendment Number Two ("Amendment") to Urine Sample Collection for Drug and Alcohol Testing Services Contract, ("Contract") is made and entered into by and between the County of Los Angeles, ("COUNTY"), and Pacific Toxicology Laboratories, Inc. ("CONTRACTOR"), this 22 day of November, 2017.

WHEREAS, the purpose of this Amendment is to increase the Maximum Annual Contract Sum to accommodate an increase in units of service at the existing price; and

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 7.0, CHANGES AND AMENDMENTS, subsection 7.2 of Contract Number 130013; and

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:


1. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Sub-section 3.1.2 is added as follows:
 - 3.1.2 The Maximum Contract Sum for this contract is increased by One Hundred Twenty Two Thousand Dollars (\$122,000), from One Million Six Hundred Ninety Four Thousand Dollars (\$1,694,000) to One Million Eight Hundred Sixteen Thousand Dollars (\$1,816,000) for contract term January 1, 2017 through December 31, 2017. The Maximum Contract Sum for this contract is also increased by Five Hundred Fifty Two Thousand Dollars (\$552,000), from One Million Five Hundred Forty Thousand Dollars (\$1,540,000) to Two Million Ninety Two Thousand Dollars (\$2,092,000) for contract term January 1, 2018 through December 31, 2018.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER TWO
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 130013**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Acting Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month, and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: 

Brandon T. Nichols, Acting Director
Department of Children and
Family Services

CONTRACTOR

Pacific Toxicology Laboratories, Inc.
Name of Agency

By: _____
Name: Rocco J. Lanzetta
Title CEO

By: _____
Name: NEEL PATEL
Title CFO

95-3926170
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: 

David Beaudet, Senior Deputy County Counsel



AMENDMENT NUMBER THREE

TO

**URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING
SERVICES**

CONTRACT NUMBER 130013

WITH

PACIFIC TOXICOLOGY LABORATORIES, INC.

June 2019

**AMENDMENT NUMBER THREE
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 130013**

This Amendment Number Three ("Amendment") to Urine Sample Collection for Drug and Alcohol Testing Services Contract, ("Contract") is made and entered into by and between the County of Los Angeles, ("COUNTY"), and Pacific Toxicology Laboratories, Inc. ("CONTRACTOR"), this 28 day of JUNE, 2019.

WHEREAS, the purpose of this Amendment is to extend the term of the contract for an additional 12 months effective July 1, 2019 through June 30, 2020; and

WHEREAS, this Amendment includes the required updated contract provisions; and

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 7.0, CHANGES AND AMENDMENTS, subsection 7.2 of Contract Number 130013; and

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:

1. Part I, Unique Terms and Conditions, Section 2.0 Term, Sub-section 2.1.1 is added as follows:

2.1.1 The contract term is extended for one year, effective July 1, 2019 through June 30, 2020.

2. Part I, Unique Terms and Conditions, Section 3.0 Contract Sum, Sub-section 3.1.3 is added as follows:

3.1.3 The Contract Sum for this Amendment Number Three is Two Million Six Hundred Seventy Thousand Eight Hundred and Thirty Eight Dollars (\$2,670,838) for contract term July 1, 2019 through June 30, 2020.

3. Part II, Standard Terms and Conditions, Section 4.0 Assignment and Delegation is deleted in its entirety and replaced as follows:

4.0 Assignment and Delegation

- 4.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 4.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
 - 4.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
 - 4.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
4. Part II, Standard Terms and Conditions, Section 16.0 Consideration of Hiring Gain/Grow Participants is deleted in its entirety and replaced as follows:
- 16.0 Consideration of Hiring Gain-Grow Participants
 - 16.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to:

GAINGROW@DPSS.LACOUNTY.GOV and
BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer
qualified GAIN/GROW job candidates.

- 16.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.
5. Part II, Standard Terms and Conditions, Section 65.0 Default Method of Payment: Direct Deposit or Electronic Funds Transfer added as follows:

65.0 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 65.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 65.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 65.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 65.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6. Part II, Standard Terms and Conditions, Section 66.0 Compliance with Fair Chance Employment Practices added as follows:

66.0 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

7. Part II, Standard Terms and Conditions, Section 67.0 Compliance with the County Policy of Equity added as follows:

67.0 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8. Part H, Statement of Work, Section 8.0 Hours of Operation is revised as follows:

- 8.1 CONTRACTOR shall provide Collection Sites and ensure that Urine Sample Collection for Drug and Alcohol Testing Services within each of the following eight SPAs are available to COUNTY clients between the hours of 8:00 AM to 7:00 PM, Monday through Friday; and between the hours of 9:00 AM to 1:00 PM, on Saturday or Sunday, as listed herein:

SPA 1: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 2: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 3: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

- SPA 4: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM
- SPA 5: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM
- SPA 6: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM
- SPA 7: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM
- SPA 8: Monday-Friday, 8:00 AM to 7:00 PM (except in Avalon, Catalina Island)
Saturday or Sunday, 9:00 AM to 1:00 PM

8.3 CONTRACTOR may utilize additional Collection Sites above the minimum number of 21 Collection Sites identified in Section 7.0 above to comply with this Section 8.0, Hours of Operation. The required weekday hours of operation from 8:00 AM to 7:00 PM may be provided using multiple sites in a designated single zip-code or zip-code group. For example, a collection site in a designated single zip-code or zip-code group may be open from 8:00 AM to 1:00 PM; and a second collection site within the same single zip-code or zip-code group may be open from 1:00 PM to 7:00 PM, to comply with the 12-hour, Hours of Operation requirement.

9. Exhibit A-4 Listing of 21 Designated Zip Code Areas for Collection Sites Monday – Friday is deleted in its entirety and replaced with the attached Exhibit A-4A: Listing of 20 Designated Zip Code Areas for Collection Sites Monday – Friday A-4A.
10. Exhibit A-5 Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday is deleted in its entirety and replaced with the attached Exhibit A-5A: Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday A-5A.
11. Exhibit A-7 Proposer Form for Listing of Collection Sites is deleted in its entirety and replaced with the attached Exhibit A-7A: Listing of Collection Sites A-7A.
12. Exhibit B-1 Urine Sample Collection/Drug And Alcohol Testing Services, CMS 13-0013 Bid Price is deleted in its entirety and replaced with the attached Exhibit B-1A Urine Sample Collection/Drug And Alcohol Testing Services, CMS 13-0013 Bid Price B-1A.

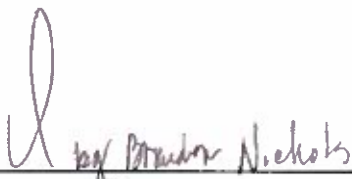
ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER THREE
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 130013**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month, and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: 
BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

Pacific Toxicology Laboratories, Inc.
Name of Agency

By: _____
Name: Rocco J. LAUZOLA
Title Chief Executive Officer

By: _____
Name: NER TATE
Title CEO

95-3926170
Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: 
David Beaudet, Senior Deputy County Counsel

Listing of 20 Designated Zip Codes for Collection Sites Monday – Friday A-4A

Collection Site #	Service Planning Area 1			
1	Lancaster	93534	93535	93536
2	Palmdale	93543	93550	
Collection Site #	Service Planning Area 2			
3	Van Nuys	91331	91402	91405
4	Santa Clarita	91342	91343	
5	West San Fernando Valley			
	91303	91304	91324	91325
Collection Site #	Service Planning Area 3			
6	Pasadena	90032	90041	90042
	91008	91202	91101	90065 91208
7	El Monte	91732	91733	91745
		91731		
8	Pomona	91765	91766	91767
		91768		
9	Glendora	91702	91724	91748
		91744		
Collection Site #	Service Planning Area 4			
10	Metro North	90057	90006	90033
Collection Site #	Service Planning Area 5			
11	West Los Angeles	90019	90066	
Collection Site #	Service Planning Area 6			
12	Wateridge North	90011	90016	90047
13	Wateridge South	90002	90018	90062
		90037		
14	Compton	90222	90059	90262
15	Vermont Corridor	90001	90003	
		90044		
Collection Site #	Service Planning Area 7			
16	Belvedere	90022	90201	90255
			90640	90660
17	Santa Fe Springs	90280	90670	
Collection Site #	Service Planning Area 8			
18	South County	90805	90813	
		90731	90744	
19	Avalon, Catalina Island	90704		
20	Torrance	90250	90501	

Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday A-5A

Service Planning Area 1					
93534	93535	93536	93543	93550	
Service Planning Area 2					
91331	91402	91405	91303	91304	91324
91325	91342	91343			
Service Planning Area 3					
90032	90041	90042	90065	91101	91202
91008	91208	91731	91732	91733	91745
91767	91768	91766	91765	91702	91724
91744	91748				
Service Planning Area 4					
90057	90006	90033			
Service Planning Area 5					
90019	90066				
Service Planning Area 6					
90011	90016	90047	90002	90018	90037
90062	90222	90059	90262	90003	90001
90044					
Service Planning Area 7					
90022	90201	90255	90640	90660	90280
90670					
Service Planning Area 8					
90805	90813	90731	90744	90704	90250
90501					

** Indicates that a minimum of one Collection Site is required in the Service Planning Area zip-code group Saturday or Sunday.

Listing of Collection Sites

Use additional sheets as necessary.

Monday – Friday

Collection Site #	Service Planning Area 1	
1	<p>(Circle Zip Code)</p> <p>Lancaster 93535 <u>93534</u> 93536</p>	<p>Name: <u>New Directions</u> Address: <u>1331 W Ave J Suite 206, Lancaster 93534</u> Contact: <u>Regina Mack</u> Phone#: <u>661 802 7167</u> Fax#: <u>661 802 4961</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON - FRI 8 A.M. - 7 P.M.</u> <u>MON X TUE X WED X THU X FRI X</u></p>
2	<p>(Circle Zip Code)</p> <p>Palmdale 93543 <u>93550</u></p>	<p>Name: <u>Two Lifestyles</u> Address: <u>1224 East Ave. S, Suite C, Palmdale 93350</u> Contact: <u>Bobby Hampton</u> Phone#: <u>661 402 3076</u> Fax#: <u>667 402 3075</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> <u>MON X TUE X WED X THU X FRI X</u></p>

Collection Site #	Service Planning Area 2	
3	<p>(Circle Zip Code)</p> <p>Santa Clarita 91342 91343</p> <p><u>91321</u></p> <p><u>91355</u></p>	<p>Name: <u>NCADD</u> Address: <u>24460 Lyons Ave. Valencia 91321</u> Contact: <u>Linda Elliot, Richard, Karen</u> Phone#: <u>661 253 9400</u> Fax#: <u>661 253 9403</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 9 A.M.- 7 P.M.</u> <u>MON X TUE X WED X THU X FRI X</u></p> <p>Name: <u>Concentra</u> Address: <u>25733 Rye Canyon Rd. Valencia 91355</u> Contact: <u>Rita Contreras</u> Phone: <u>661-295-2500</u> Fax: <u>661-257-0441</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 8 A.M.- 11 A.M.</u> <u>MON X TUE X WED X THU X FRI X</u></p>
4	<p>(Circle Zip Code)</p> <p>Van Nuys 91331 <u>91402</u> <u>91405</u> <u>91605</u> <u>91406</u></p>	<p>Name: <u>Driver Safety Van Nuys</u> Address: <u>6740 Kester Ave Suite 206 Van Nuys 91405</u> Contact: <u>Claudia</u> Phone#: <u>818 787 7878</u> Fax#: <u>818 787 4076</u> Days of Operation: <u>MON X TUE X WED X THU X FRI X</u> Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> <u>MON X TUE X WED X THU X FRI X</u></p> <p>Name: <u>IADARP</u> Address: <u>8330 Lankershim Blvd. No Hollywood 91605</u> Contact: <u>Lindsey Donahue</u></p>

		<p>Phone#: <u>818-994-7454</u> Fax#: <u>818-252-1410</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON- THUR. <u>9 A.M.- 5:45 P.M.</u> FRI. <u>11A.M.-5:45P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p> <p>Name: <u>Concentra, Van Nuys</u> Address: <u>16300 Roscoe Blvd Van Nuys 91406</u> Contact: <u>Grace</u> Phone#: <u>818-893-4426</u> Fax#: <u>818-8947564</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON-FRI <u>8 A.M. - 11 A.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p>
5	<p>(Circle Zip Code) West San Fernando Valley <u>91303</u> 91304 91324 91325</p>	<p>Name: <u>California Diversion Programs</u> Address: <u>20154 Sherman Way #205 Canoga Park 91303</u> Contact: <u>Amanda Valdez</u> Phone#: <u>818 716 0188</u> Fax#: <u>818 716 0188</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p>

Collection Site #	Service Planning Area 3	
6	<p>(Circle Zip Code) Pasadena 90032 91101 90042 90065 90041 91202 91008 91208 <u>91001</u></p>	<p>Name: <u>Altadena Recovery Center</u> Address: <u>3025 N. Lincoln Ave Altadena 91001</u> Contact: <u>Shirley</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p>
7	<p>(Circle Zip Code) El Monte 91732 91733 91745 91731</p>	<p>Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI__ Hours of Operation: MON-FRI __A.M.-__P.M. MON_TUE_WED_THU_FRI__</p>
8	<p>(Circle Zip Code) Pomona 91766 <u>91767</u> 91765 <u>91768</u></p>	<p>Name: <u>New Perception to Living</u> Address: <u>404 N Gibbs St. Pomona, 91767</u> Contact: <u>Artemis</u> Phone#: <u>909-461-6506</u> Fax#: <u>909-461-6506</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p>

		<p>Name: <u>NCADD Pomona</u> Address: <u>656 N Park Ave. Pomona 91768</u> Contact: <u>Lizet Montes</u> Phone#: <u>909-629-4084</u> Fax#: <u>909-629-4086</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON-FRI <u>9 A.M.- 5:45 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p>
<p>9</p>	<p>Glendora (Circle Zip Code) 91702 91724 91748 91744</p> <p>91741</p> <p>91702</p> <p>91706</p>	<p>Name: <u>NCADD Covina</u> Address: <u>4626 N. Grand Ave, Covina 91724</u> Contact: <u>Doug</u> Phone#: <u>626-331-5316</u> Fax#: <u>626-332-2219</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON-THU <u>8:30 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_ FRI: <u>8:30A.M. – 5:30 P.M.</u> MON_TUE_WED_THU_FRI_X_</p> <p>Name: <u>Integrative Urgent Care</u> Address: <u>148 N Grand Ave. Glendora 91741</u> Contact: <u>Betty</u> Phone: <u>626-594-0478</u> Fax: <u>626-594-0478</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON-THU <u>12:00 P.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p> <p>Name: <u>Azusa Medical and Mental Health</u> Address: <u>472 S Citrus Ave. Azusa 91702</u> Contact: <u>Kathy</u> Phone: <u>626-214-9781</u> Fax: <u>626-337-0833</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON- FRI <u>8 A.M.- 1P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p> <p>Name: <u>Healthpointe Irwindale</u> Address: <u>5345 N Irwindale, Irwindale 91706</u> Contact: <u>Daniel Navarro</u> Phone#: <u>626-214-9781</u> Fax#: <u>626-337-0833</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON- FRI <u>8 A.M.- 4:30 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_</p>

Collection Site #	Service Planning Area 4	
10	<p>(Circle Zip Code)</p> <p>Metro North 90057 90006</p> <p>90033</p>	<p>Name: <u>Clinica Romero</u></p> <p>Address: <u>2032 Marengo St. Los Angeles, CA 90033</u></p> <p>Contact: <u>Elaine</u></p> <p>Phone#: <u>323-987-1034</u></p> <p>Fax#: <u>323-987-1402</u></p> <p>Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p>

Collection Site #	Service Planning Area 5	
11	<p>(Circle Zip Code)</p> <p>West Los Angeles 90019 90066</p> <p>90230</p> <p>90035</p>	<p>Name: <u>Driver Safety School</u></p> <p>Address: <u>4323 Sepulveda Blvd, Culver City, 90230</u></p> <p>Contact: <u>Arnold Abrams</u></p> <p>Phone#: <u>310-837-1818</u></p> <p>Fax#: <u>310-837-4473</u></p> <p>Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Name: <u>The Ness Counseling</u></p> <p>Address: <u>8512 Whitworth Dr. Los Angeles, 90035</u></p> <p>Contact: <u>Dovie Brown</u></p> <p>Phone#: <u>310-360-8512</u></p> <p>Fax#: <u>310-360-8510</u></p> <p>Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Hours of Operation: <u>MON-THU 8 A.M.- 6:30 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Hours of Operation: <u>FRI 8 A.M.- 3 P.M.</u> <u>MON_TUE_WED_THU_FRI_X</u></p>

Collection Site #	Service Planning Area 6	
12	<p>(Circle Zip Code)</p> <p>Vermont Corridor 90003 90044</p> <p>90001</p>	<p>Name: <u>Rebuild California Alliance</u></p> <p>Address: <u>7656 S. Avalon Blvd, Los Angeles 90003</u></p> <p>Contact: <u>Chanice Ward</u></p> <p>Phone#: <u>323-867-1127</u></p> <p>Fax#: <u>323-867-1127</u></p> <p>Days of Operation: <u>MON X TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Name: <u>You Can Health Services</u></p> <p>Address: <u>600 W Manchester Ave #5, Los Angeles 90044</u></p> <p>Contact: <u>Joseph Tamifor</u></p> <p>Phone#: <u>323-750-9247</u></p> <p>Fax#: <u>323-750-9248</u></p> <p>Days of Operation: <u>MON X TUE_X_WED_X_THU_X_FRI_X</u></p> <p>Hours of Operation: <u>MON-FRI 3 P.M.- 7 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u></p>

13	<p>(Circle Zip Code)</p> <p>Wateridge North 90016 90011 90047</p> <p>90008</p>	<p>Name: <u>Turning Point Alcohol and Drug</u> Address: <u>3756 Santa Rosalia Dr. #617, Los Angeles 90008</u> Contact: <u>Michelle Parker</u> Phone#: <u>323-296-1840</u> Fax#: <u>323-296-0151</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X Hours of Operation: MON-FRI <u>11 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X</p>
14	<p>(Circle Zip Code)</p> <p>Wateridge South 90002 90018 90062 90037</p> <p>90002</p>	<p>Name: <u>Shields Place of Family</u> Address: <u>9307 South Central Ave, Los Angeles 90002</u> Contact: <u>Janet</u> Phone#: <u>323-564-6982</u> Fax#: <u>323-564-5970</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X Hours of Operation: MON-FRI <u>8 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X</p>
15	<p>Compton</p> <p>90222 90059 90262 90061</p>	<p>Name: <u>Family Source Center</u> Address: <u>1212 E. 108th St., Los Angeles 90059</u> Contact: <u>Sheila</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X Hours of Operation: MON-FRI <u>8 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X</p> <p>Name: <u>Clinica Familiar San Lucas</u> Address: <u>11050 S. Atlantic Ave, Lynwood 90262</u> Contact: <u>Silvia Palencia</u> Phone#: <u>310-635-3800</u> Fax#: <u>310-635-0364</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X Hours of Operation: MON-THU <u>8 A.M.- 5 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X FRI: <u>8 A.M.-7 P.M.</u> MON__TUE__WED__THU__FRI_X</p> <p>Name: <u>Tri-City Medical Group</u> Address: <u>11900 Avalon Blvd #100, Los Angeles 90061</u> Contact: <u>Dr. Jack Azad</u> Phone#: <u>323-756-1317</u> Fax#: <u>323-756-4015</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X Hours of Operation: MON-THU <u>10 A.M.- 5 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X</p>

Collection Site #	Service Planning Area 7	
16	Belvedere (Circle Zip Code) 90022 90201 90255 90640 90660	Name: <u>MELA</u> Address: <u>5723 Whittier Blvd., Los Angeles, CA 90022</u> Contact: <u>Kathy Salazar</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u> Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u>
17	Santa Fe Springs 90280 (Circle Zip Code) 90670	Name: <u>LACADA</u> Address: <u>11015 Bloomfield Ave Santa Fe Springs 90670</u> Contact: <u>Lindsay Donahue</u> Phone#: <u>562-906-2676</u> Fax#: <u>562-906-2681</u> Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u> Hours of Operation: <u>MON-THU 8:30 A.M.- 7 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI</u> <u>FRI: 8:30 A.M. – 5:30 P.M.</u> <u>MON__TUE__WED__THU__FRI_X</u>

Collection Site #	Service Planning Area 8	
18	South County (Circle Zip Code) 90805 90813 90731 90744	Name: <u>Tarzana Treatment Center</u> Address: <u>5190 Atlantic Ave. Unit 1, Long Beach,90805</u> Contact: <u>Veronica Moya</u> Phone#: <u>562-428-4111</u> Fax#: <u>562-216-2980</u> Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u> Hours of Operation: <u>MON-FRI 8 A.M.- 7 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u> Name: <u>Care On Site</u> Address: <u>1250 Pacific Ave Long Beach 90813</u> Contact: <u>Tino Ho</u> Phone#: <u>562-437-0831</u> Fax#: <u>562-624-2725</u> Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u> Hours of Operation: <u>MON-FRI 8 A.M.- 10 A.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u>
19	Avalon, Catalina Island (Circle Zip Code) 90704	Name: <u>Catalina Island Medical Center</u> Address: <u>100 Falls Canyon Rd Avalon, CA</u> Contact: <u>Lyra Garrido</u> Phone#: <u>310-510-0700</u> Fax#: <u>310-510-2938</u> Days of Operation: <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u> Hours of Operation: <u>MON-FRI 8 A.M.- 5 P.M.</u> <u>MON_X_TUE_X_WED_X_THU_X_FRI_X</u>

Collection Site #	Service Planning Area 8	
20	Torrance 90250 90501 (Circle Zip Code) 90301	Name: <u>West Health Medical Group</u> Address: <u>1035 S Prairie unit 1, Inglewood, CA 90301</u> Contact: <u>Marcella</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: MON_X_TUE_X_WED_X_THU_X_FRI_X_ Hours of Operation: MON-FRI <u>8 A.M.- 7 P.M.</u> MON_X_TUE_X_WED_X_THU_X_FRI_X_

Saturday or Sunday Sites:

Collection Site #	Service Planning Area 1	
1	93534 or 93535 or 93536 or 93550 or 93543 (Circle One Zip Code)	Name: <u>New Directions</u> Address: <u>1331 W Ave J Suite 206, Lancaster 93534</u> Contact: <u>Regina Mack</u> Phone#: <u>661 802 7167</u> Fax#: <u>661 802 4961</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u>

Collection Site #	Service Planning Area 2	
2	91342 or 91402 or 91405 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 (Circle One Zip Code)	Name: <u>Driver Safety Van Nuys</u> Address: <u>6740 Kester Ave Suite 206 Van Nuys 91405</u> Contact: <u>Claudia</u> Phone#: <u>818 787 7878</u> Fax#: <u>818 787 4076</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u>

Collection Site #	Service Planning Area 3	
3	90032 or 91101 or 90041 or 90042 or 90065 or 91732 or 91733 or 91745 or 91765 or 91766 or 91767 or 91768 or 91702 or 91724 or 91748 or 91744 or 91008 or 91208 or 91202 or 91731 (Circle One Zip Code) 91001	Name: <u>Altadena Recovery Center</u> Address: <u>3025 N. Lincoln Ave., Altadena 91001</u> Contact: <u>Shirley</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u> SAT_X_ or SUN_

Collection Site #	Service Planning Area 4	
4	90057 or 90006 or 90033 (Circle One Zip Code)	Name: <u>Clinica Romero</u> Address: <u>2032 Marengo St. Los Angeles, 90033</u> Contact: <u>Elaine</u> Phone#: <u>323-987-1034</u> Fax#: <u>323-987-1402</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u> SAT_X_ or SUN_

Collection Site #	Service Planning Area 5	
5	90019 or 90066 (Circle One Zip Code) 90230	Name: <u>Driver Safety School</u> Address: <u>4323 Sepulveda Blvd, Culver City, 90230</u> Contact: <u>Arnold Abrams</u> Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u> SAT_X_ or SUN_
Collection Site #	Service Planning Area 6	
6	90016 or 90047 or 90002 or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 (Circle One Zip Code)	Name: <u>Shields Place of Family</u> Address: <u>9307 South Central Ave, Los Angeles, 90002</u> Contact: <u>Janet</u> Phone#: <u>323-564-6982</u> Fax#: <u>323-564-5970</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u> SAT_X_ or SUN_
Collection Site #	Service Planning Area 7	
7	90022 or 90201 or 90255 or 90640 or 90660 or 90280 or 90670 (Circle One Zip Code)	Name: <u>MELA</u> Address: <u>5723 Whittier Blvd., Los Angeles 90022</u> Contact: <u>Kathy Salazar</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u> SAT_X_ or SUN_
Collection Site #	Service Planning Area 8	
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) 90301	Name: <u>West Health Medical Group</u> Address: <u>1035 S Prairie, Inglewood, 90301</u> Contact: <u>Marcella</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: SAT_X_ or SUN_ Hours of Operation: SATURDAY <u>9 A.M.- 1 P.M.</u> SAT_X_ or SUN_

**URINE SAMPLE COLLECTION/DRUG AND ALCOHOL TESTING
SERVICES
CMS 17-0049**

Pricing Schedule B-1A

Effective July 1, 2019, Pacific Toxicology Laboratories, Inc. costs per Urine Testing for Alcohol, Both Alcohol and Drugs, and D/L Isomer Test will be as follows.

TABLE A: URINE TESTING FOR ALCOHOL

A	B	C
Projected Annual Volume	Cost Per Sample	Cost (A times B = C)
700	\$8.50	\$5,950
All Samples		\$5,950

TABLE B: URINE TESTING FOR BOTH ALCOHOL AND DRUGS

A	B	C
Projected Annual Volume	Cost Per Sample	Cost (A times B = C)
138,552	\$19	\$2,632,488
All Samples		\$2,632,488

TABLE C: URINE TESTING FOR D/L ISOMER TEST

A	B	C
Projected Annual Volume	Cost Per Sample	Cost (A times B = C)
3,240	\$10	\$32,400
All Samples		\$32,400

TOTAL COST = \$2,670,838

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name: <u>PACIFIC TOXICOLOGY LABS</u>		
Company Address: <u>9248 DE SOTO AVENUE</u>		
City: <u>CHATSWORTH</u>	State: <u>CA</u>	Zip Code: <u>91311</u>
Telephone Number: <u>818-678-4460</u>	Email address: <u>mpatel@pactox.com</u>	
Solicitation/Contract for <u>130013</u> Services		

BIDDER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: <u>Rocco J. Lanzolotta</u>	Title: <u>CEO</u>
Signature: <u>[Signature]</u>	Date: <u>6/26/19</u>