



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

INVITATION FOR BIDS (IFB)

FOR

**URINE SAMPLE COLLECTION FOR DRUG AND
ALCOHOL TESTING SERVICES
(CMS 17-0049-1)**

October 2019

Prepared By

County of Los Angeles

**INVITATION FOR BIDS (IFB)
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 Purpose	1
1.2 Overview of Solicitation Document	1
1.3 Terms and Definitions.....	2
1.4 Bidder's Minimum Requirements.....	2
1.5 County's Rights and Responsibilities.....	4
1.6 Contract Term.....	4
1.7 Contract Rates.....	4
1.8 Days of Operation.....	4
1.9 Contact with County Personnel	4
1.10 Final Contract Award by the Board of Supervisors	5
1.11 Mandatory Requirement to Register on County's WebVen	5
1.12 County Option to Reject Bids	5
1.13 Protest Process	5
1.14 Notice to Bidders Regarding the Public Records Act.....	6
1.15 Indemnification and Insurance.....	7
1.16 Mandatory Requirement to Register on Federal System for Award Management	7
1.17 Injury and Illness Prevention Program (IIPP).....	7
1.18 Background and Security Investigations.....	7
1.19 Confidentiality and Independent Contractor Status	7
1.20 Conflict of Interest.....	8
1.21 Determination of Bidder Responsiveness and Responsibility.....	8
1.22 Bidder Debarment	9

INVITATION FOR BIDS (IFB)
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.23 Bidder's Adherence to County Child Support Compliance Program.....	11
1.24 Gratuities	11
1.25 Notice to Bidders Regarding the County Lobbyist Ordinance.....	12
1.26 Federal Earned Income Credit.....	12
1.27 Consideration of GAIN/GROW Participants for Employment	12
1.28 County's Quality Assurance Plan	13
1.29 Recycled Bond Paper.....	13
1.30 Safely Surrendered Baby Law	13
1.31 County Policy on Doing Business with Small Business	13
1.32 Jury Service Program	14
1.33 Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard.....	15
1.34 Consideration of Former Foster Youth for Employment	17
1.35 Notification to County of Pending Acquisitions/Mergers by Bidding Company	17
1.36 Social Enterprise (SE) Preference Program	17
1.37 Bidder's Charitable Contributions Compliance	18
1.38 Defaulted Property Tax Reduction Program.....	18
1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program	19
1.40 Time Off for Voting	20
1.41 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking	20
1.42 Terms and Conditions	20
1.43 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	21

**INVITATION FOR BIDS (IFB)
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.44 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices	21
2.0 INSTRUCTIONS TO BIDDERS	21
2.1 County Responsibility	22
2.2 Truth and Accuracy of Representations	22
2.3 IFB Timetable	22
2.4 Solicitation Requirements Review	22
2.5 Bidders' Questions	23
2.6 Mandatory Bidders' Conference	24
2.7 Preparation of the Bid	24
2.8 Bid Format	24
2.9 Bid Submission	30
3.0 BID REVIEW AND SELECTION PROCESS	31
3.1 Review Process	32
3.2 Adherence to Minimum Requirements	32
3.3 Disqualification Review	32
3.4 Bid Review	33
3.5 Proposed Contractor Selection Review	34
3.6 Notification of Award	35
3.7 Selection Process Disclaimer	35

**INVITATION FOR BIDS (IFB)
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

APPENDICES:

APPENDIX A: Sample Contract

APPENDIX B: Statement of Work (SOW)

APPENDIX C: Exhibits to Sample Contract

APPENDIX D: Required Forms

APPENDIX E: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX F: County of Los Angeles Policy on Doing Business with Small Business

APPENDIX G: Contractor Employee Jury Service

APPENDIX H: Listing of Contractors Debarred in Los Angeles County

APPENDIX I: IRS Notice 1015

APPENDIX J: Safely Surrendered Baby Law

APPENDIX K: Background and Resources: California Charities Regulation

APPENDIX L: Defaulted Property Tax Reduction Program

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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 Shared Core Practice Model, Strategic Plan Mission, Values, Goals and Performance Outcomes.

The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the COUNTY'S shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the COUNTY'S Strategic Plan's Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today and is reflected in the Countywide Prevention Plan.

1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles, Department of Children and Family Services [(DCFS) Department] is issuing this Invitation for Bids (IFB) to solicit Bids for a Contract with an organization who can provide Urine Sample Collection for Drug and Alcohol Testing Services.

Drug and alcohol testing through urine sample collection is required where parents or primary caregivers or out-of-home caregivers of children receiving DCFS services are suspected of drug or alcohol abuse.

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 shows that the parents or primary caregivers are currently using or not using drugs or alcohol.

Details of the required services are described in Appendix B, Statement of Work (SOW) of this IFB.

1.2 Overview of Solicitation Document

This IFB is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS:** Contains instructions to Bidders on how to prepare and submit their Bid.
- **BID REVIEW AND SELECTION PROCESS:** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
 - A. **Sample Contract:** Lists the terms and conditions in the Contract.
 - B. **Statement of Work (SOW):** Explains in detail the statement of work to be performed in the Contract.
 - C. **Exhibits to Sample Contract:** Exhibits that accompany the Sample Contract.
 - D. **Required Forms:** Forms contained in this section must be completed and included in the Bid.

- E. Transmittal Form to Request a solicitation Requirements Review:**
Transmittal sent to Department requesting a Solicitation Requirements Review.
- F. County of Los Angeles Policy on Doing Business with Small Business:** COUNTY policy.
- G. Jury Service Ordinance:** COUNTY Program.
- H. Listing of Contractors Debarred in Los Angeles County:**
Contractors who are not allowed to contract with COUNTY for a specific length of time.
- I. IRS Notice 1015:** Provides information on Federal Earned Income credit.
- J. Safely Surrendered Baby Law:** COUNTY program.
- K. Background and Resources: California Charities Regulation:** An information sheet intended to assist non-profit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
- L. Defaulted Property Tax Reduction Program:** COUNTY program.

1.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Section 2.0 - Definitions.

1.4 Bidder's Minimum Requirements

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Appendix B, SOW, of this IFB are invited to submit Bids, provided they meet the following requirements.

- 1.4.1** 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.
- 1.4.2** Bidder must be able to perform the requested services at one or more certified laboratories 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 of equal or greater technical rigor, and in accordance with

standards and regulations set by SAMHSA, CAP/FUDT, or similar accreditation organization.

- 1.4.3 Bidder must be able to demonstrate capability to deliver technical system requirements as stated in Appendix B, SOW, Section 6.6 - Secured Web-Based Referral System.
 - 1.4.3.1 Bidder must be able to provide and maintain an automated tracking system at no additional cost to COUNTY that will store and organize all of the information regarding drug and alcohol tests, referrals and results.
 - 1.4.3.2 Bidder must be able to receive and process the DCFS electronic referral encrypted transaction file every fifteen minutes through Web Application Programming Interface/JavaScript Object Notation, Web API (REST/JSON), secured web services each business day.
 - 1) Bidder must be able to receive the encrypted transaction file from Web API (REST/JSON) secured web services.
 - 2) Bidder must be able to decrypt the DCFS electronic referral encrypted transaction file using Advanced Encryption Standard (AES).
 - 1.4.3.3 Bidder must be able to provide a web-based system for drug test results as stated in Appendix B, SOW, Section 16.1 - Test Results.
 - 1) CONTRACTOR shall be able to send electronic test results in an encrypted transaction file every hour between 6 AM and 6 PM through Web API (REST/JSON) secured web services on each business day.
- 1.4.4 Bidder must have attended the Mandatory Bidders' Conference, on Tuesday, October 22, 2019, at 9:00 am. Please see IFB Section 2.6, Mandatory Bidders' Conference.
- 1.4.5 If Bidder's compliance with a COUNTY contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Bidder must not have unresolved questioned costs identified by the A-C, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting COUNTY Department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of COUNTY.

1.5 COUNTY's Rights and Responsibilities

COUNTY has the right to amend the IFB by written addendum. COUNTY will post all IFB addenda on the "Doing Business with US" link on the "LA County Online" (the COUNTY's Homepage) website.

COUNTY is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of COUNTY. COUNTY is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

Any contract resulting from this IFB is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the same or similar services of other firms.

COUNTY may award a contract(s) or cancel this solicitation without awarding a contract(s) to a qualified, responsive and responsible Bidder(s).

1.6 Contract Term

The Contract term shall be for a period of one (1) year. The Contract shall commence at a later date following Board of Supervisors' award. Award shall be made by a Start Work Notice.

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 with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR.

1.7 Contract Rates

CONTRACTOR's rates shall remain firm and fixed for the term of the Contract.

1.8 Days of Operation

CONTRACTOR shall be required to provide Urine Sample Collection for Drug and Alcohol Testing Services 7 days a week. CONTRACTOR is not required to provide services on COUNTY-recognized holidays. County Program Manager (CPM) will provide a list of COUNTY holidays to CONTRACTOR at the time the Contract is approved, and annually, at the beginning of the calendar year.

1.9 Contact with COUNTY Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Urine Sample Collection for Drug and Alcohol Testing Services Analyst
425 Shatto Place, Room 400
Los Angeles, CA 90020
Email Address: daats@dcfs.lacounty.gov

If it is discovered that Bidder contacted and received information from any COUNTY personnel, other than the method specified above, regarding this solicitation, COUNTY, in its sole determination, may disqualify their Bid from further consideration.

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Bid and the terms of any resultant agreement, and to determine which Bid best serves the interests of COUNTY. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the Department.

Acceptance or recommendation of a Bid(s) does not constitute formation of a contract. A contract can be created only by formal approval by COUNTY Board of Supervisors and executed according to law.

1.11 Mandatory Requirement to Register on COUNTY's WebVen

Prior to contract award, all potential Contractors must register in COUNTY's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY's home page at <http://camisvr.co.la.ca.us/webven/>.

1.12 COUNTY Option to Reject Bids

COUNTY may, at its sole discretion, reject any or all Bid(s) submitted in response to this solicitation. COUNTY shall not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. COUNTY reserves the right to waive inconsequential disparities in a submitted Bid.

1.13 Protest Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the Section below. It is the responsibility of the Bidder challenging the decision of a COUNTY

department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

- 1.13.2 Throughout the review process, COUNTY has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all cases, COUNTY reserves the right to make an award when it is determined to be in the best interest of COUNTY to do so.

1.13.3 **Grounds for Review**

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Instructions to Bidders Section)
- Review of a Disqualified Bid (Reference Sub-paragraph 3.3 in the Bid Review and Selection Section)
- Review of Department's Proposed Contractor Selection (Reference Sub-paragraph 3.5 in the Bid Review and Selection Section)

1.14 **Notice to Bidders Regarding the Public Records Act**

- 1.14.1 Responses to this solicitation shall become the exclusive property of COUNTY. Absent extraordinary circumstances, the recommended Bidder's Bid will become a matter of public record when (1) contract negotiations are complete; (2) Department receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) Department releases a copy of the recommended Bidder's Bid in response to a Notice of Intent to Request a Proposed Contractor Selection under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all Bids will become a matter of public record when the Department's Bidder recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all Bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

- 1.14.2 COUNTY shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Bid as confidential shall not be deemed sufficient notice of exception. The Bidders must specifically label only those**

provisions of their respective Bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.15 Indemnification and Insurance

CONTRACTOR shall be required to comply with the indemnification provisions contained in Appendix A, Sample Contract, Sub-paragraph 8.24. CONTRACTOR shall procure, maintain, and provide to COUNTY proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Contract, Sub-paragraphs 8.25 and 8.26.

1.16 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 (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/SAM/>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, 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 Required Form 26 - Federal Debarment and Suspension Certification in Appendix D, Required Forms.

1.17 Injury and Illness Prevention Program (IIPP)

CONTRACTOR shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.18 Background and Security Investigations

Background and security investigations of CONTRACTOR's staff may be required at the discretion of COUNTY as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Bidder.

1.19 Confidentiality and Independent Contractor Status

As appropriate, CONTRACTOR shall be required to comply with the Confidentiality provision contained in Sub-paragraph 7.5 and the Independent

Contractor Status provision contained in Sub-paragraph 8.23 in Appendix A, Sample Contract.

1.20 Conflict of Interest

No COUNTY employee whose position in COUNTY enables him/her to influence the selection of a CONTRACTOR for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a CONTRACTOR. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Form 16 - Certification of No Conflict of Interest.

1.21 Determination of Bidder Responsiveness and Responsibility

1.21.1 Pursuant to the California Department of Social Services (CDSS) Manual, Section 23-601.25, a "Responsive Bidder" means one who's proposal substantially complies with all requirements of this IFB.

1.21.2 COUNTY will evaluate each Bid submitted to determine if the Bidder complies with the IFB format and submission requirements set for in this IFB. COUNTY, at its sole discretion, may accept a Bid that substantially complies with the requirements of this IFB.

1.21.3 Section 23-601.24 of the California Department of Social Services (CDSS) Manual Pursuant to the CDSS Manual, 23-601.24; a "Responsible Bidder" means one who: (1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; (3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics; and (4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations. A responsible Bidder has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible Bidders.

1.21.4 Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, COUNTY may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

- 1.21.5 COUNTY may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.
- 1.21.6 If there is evidence that the lowest priced Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.7 If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.
- 1.21.8 These terms shall also apply to proposed subcontractors of Bidders on COUNTY contracts.

1.22 Bidder Debarment

- 1.22.1 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, COUNTY may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and COUNTY may terminate any or all of the Bidder's existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by 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 COUNTY or any other public entity.

- 1.22.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented 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.
- 1.22.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder 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 COUNTY.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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 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.

- 1.22.7 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.
- 1.22.8 These terms shall also apply to proposed subcontractors of Bidders on COUNTY contracts.
- 1.22.9 Appendix H provides a link to COUNTY's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 Bidder's Adherence to County Child Support Compliance Program

Bidders shall (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant CONTRACTOR (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect COUNTY's consideration of the Bidder's submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

1.24.2 Bidder Notification to COUNTY

A Bidder shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

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

1.25 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby COUNTY officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a COUNTY Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a COUNTY permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each COUNTY Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Appendix D, Required Form 17, as part of their Bid.

1.26 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 the Internal Revenue Service (IRS) Notice No. 1015. Reference Appendix I.

1.27 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Bidders shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Form 20, along with their Bid.

1.28 COUNTY's Quality Assurance Plan

After contract award, COUNTY or its agent will monitor CONTRACTOR's performance under the contract on a periodic basis. Such monitoring will include assessing CONTRACTOR's compliance with all terms and conditions in the Contract and performance standards identified in the Statement of Work. CONTRACTOR's deficiencies which COUNTY determines are significant or continuing and that may jeopardize performance of the Contract will be reported to COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Bond Paper

Bidder shall be required to comply with COUNTY's policy on recycled bond paper as specified in Appendix A, Sample Contract, Sub-paragraph 8.40.

1.30 Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees' information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

1.31 County Policy on Doing Business with Small Business

1.31.1 COUNTY has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in COUNTY's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.31.2 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Sub-paragraph 1.32 of this Section.

1.31.3 COUNTY also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.32 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.32.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from 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 CONTRACTOR or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "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 COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR's full-time California employees, even those not working specifically on COUNTY project. 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.

1.32.2 There are two ways in which a CONTRACTOR might not be subject to the Jury Service Program. The first is if CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR". The Jury Service Program defines "CONTRACTOR" to mean a person, partnership, corporation or other entity which has a contract with 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 COUNTY contracts or subcontracts. The second is if CONTRACTOR meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have (1) ten or fewer employees; and, (2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, (3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. CONTRACTOR is subject to

any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.32.3 If a CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR" or if it meets any of the exceptions to the Jury Service Program, then CONTRACTOR must so indicate in the Jury Service Program and Application Exception and Certification (Required Form 21 in Appendix D), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing CONTRACTOR's application, COUNTY will determine, in its sole discretion, whether CONTRACTOR falls within the definition of CONTRACTOR or meets any of the exceptions to the Jury Service Program. COUNTY's decision will be final.

1.33 Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard

Bidders shall become familiar with the Encryption Standards and the pertinent provisions of the Sample Contract (Appendix A, Sample Contract, Section 9.5) both of which are incorporated by reference into and made a part of this solicitation.

Bidders shall be required to complete Required Form 25 – Compliance with Encryption Requirements, in Appendix D, providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Bidders that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

Bidders use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of COUNTY PI, PHI and/or MI shall be disclosed by Bidders in Form 25, Appendix D, and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Bidder to additional encryption requirements for such remote servers.

1.33.1 Encryption Standards

1.33.1.1 Stored Data

CONTRACTORS' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb devices, 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 Standards (AES) with cipher strength of 256-bit is minimally required.

1.33.1.2 Transmitted Data

All transmitted (e.g. network) COUNTY PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) 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.

1.33.1.3 Certification

COUNTY must receive within ten (10) business days of its request, a certification 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 part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph 1.33.1.3 shall constitute a material breach of

this Contract upon which COUNTY may terminate or suspend this Contract.

1.34 Consideration of Former Foster Youth for Employment

Should CONTRACTOR require additional or replacement personnel, CONTRACTOR shall give consideration to qualified former foster youth. Such consideration shall be administered according to Section 8.21 in Appendix A, Sample Contract.

1.35 Notification to COUNTY of Pending Acquisitions/Mergers by Bidding Company

The Bidder shall notify COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying COUNTY of pending acquisitions/mergers, then it should notify COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to COUNTY the legal framework that restricted it from notifying COUNTY prior to the actual acquisitions/mergers. This information shall be provided by the Bidder on Appendix D, Required Forms, Required Form 4 - Bidder's Organization Questionnaire/Affidavit and CBE Information. Failure of the Bidder to provide this information may eliminate its Bid from any further consideration.

1.36 Social Enterprise (SE) Preference Program

1.36.1 COUNTY will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as an SE.

1.36.2 The DCBA shall certify that an SE meets the criteria set forth in Section 1.36.1.

1.36.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form 18 - Request for Preference Consideration in Appendix D, Required Forms and submit a letter of certification from the DCBA with their Bid.

- 1.36.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

1.37 Bidder's Charitable Contributions Compliance

- 1.37.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulation, Appendix K. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.37.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Required Form 22 as set forth in Appendix D, Required Forms. A completed Required Form 22 is a required part of any agreement with COUNTY.
- 1.37.3 In Required Form 22, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a COUNTY agreement, **OR**
 - they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.37.4 Prospective COUNTY contractors that do not complete Required Form 22 as part of the solicitation process may, in COUNTY's sole discretion, be disqualified from contract award. A COUNTY CONTRACTOR that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

1.38 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles

County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix L, and the pertinent provisions of the Sample Contract, Appendix A, Sub-paragraph 8.52 and 8.53, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Required Form 23 in Appendix D, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance CONTRACTOR (Los Angeles County Code, Chapter 2.202).

Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 1.39.1 COUNTY will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
- 1) A business which is certified by the State of California as a DVBE; or
 - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.
- 1.39.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Required Form 18 - Request for Preference

Consideration in Appendix D, Required Forms and submit a letter of certification from the DCBA with their Bid.

- 1.39.4 Information about the State's DVBE certification regulations is found 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://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

1.40 Time Off for Voting

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 subcontractor 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.

1.41 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a COUNTY contract.

Contractors are required to complete Required Form 24 – Zero Tolerance Policy on Human Trafficking Certification in Appendix D, Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.55 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A, Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

1.42 Terms and Conditions

The final terms and conditions of the Contract will be substantially similar to those that are contained in Appendix A, Sample Contract. Bidders are encouraged to have the Sample Contract reviewed by its legal counsel.

- 1.42.1 Several of the documents in Appendix B (Exhibit), Appendix C (Exhibits) and Appendix D (Required Forms), will become exhibits to the Contract.
- 1.42.2 Submission of a Bid shall constitute acknowledgement and acceptance of all of the terms and conditions in this IFB and the attached Sample Contract.

1.43 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 1.43.1 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 COUNTY shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.
- 1.43.2 Upon contract award or at the request of the A-C and/or the contracting department, CONTRACTOR shall submit a direct deposit authorization request 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.
- 1.43.3 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.
- 1.43.4 Upon contract award or at any time during the duration of the agreement/contract, a CONTRACTOR may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

1.44 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, 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 COUNTY to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Required Form 28 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO BIDDERS

This Section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their Bid.

2.1 COUNTY Responsibility

COUNTY is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County Board of Supervisors unless such understanding or representation is included in this IFB or in subsequent addenda. COUNTY is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid shall be sufficient cause for rejection of the Bid. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 IFB Timetable

The following timetable represents COUNTY's best estimate of the schedule that shall be followed in this procurement process. The COUNTY reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be posted on DCFS Contracts website at <http://contracts.dcfs.lacounty.gov/>.

The timetable for this IFB is as follows:

- Release of IFBOctober 4, 2019
- Request for a Solicitation Requirements Review Due October 21, 2019
- Mandatory Bidders' Conference October 22, 2019
- Written Questions Due..... October 23, 2019
- Questions and Answers Released November 08, 2019
- **Bid due byDecember 02, 2019 at 10 A.M. Pacific Standard Time (PST)**

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section along with supporting documentation. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made to the Department by the end of the tenth business day from the release date of the IFB;

2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Bid;
3. The request Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in COUNTY not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Bid due date.

All Requests for Review should be submitted to:

Department of Children and Family Services
Contracts Administration
ATTN: Urine Sample Collection for Drug & Alcohol Testing Services Contract Analyst
425 Shatto Place, Room 400
Los Angeles, CA 90020

2.5 Bidders' Questions

Bidders may submit written questions regarding this IFB by e-mail to the address identified below. All questions must be received by October 23, 2019. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB. The addendum will be posted on the DCFS Website at <http://contracts.dcfs.lacounty.gov/> and County of Los Angeles' website at <http://purchasingcontracts.co.la.ca.us>. To ensure receipt of any addenda, Bidders should include a correct e-mail address.

When submitting questions, please specify the IFB section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. COUNTY reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in COUNTY not receiving the best possible responses from Bidder.

Questions should be addressed to:

Email Address: daats@dcfs.lacounty.gov

2.6 Mandatory Bidders' Conference

A Mandatory Bidders' Conference will be held to discuss the IFB. COUNTY staff will attempt to respond to questions from potential Bidders. The conference is scheduled as follows:

Tuesday, October 22, 2019
10 A.M. Pacific Standard Time (PST)
425 Shatto Place, 5th Floor Conference Room
Los Angeles, CA 90020

2.7 Preparation of the Bid

All Bids must be bound and submitted in the prescribed format. Any Bid that deviates from this format may be rejected without review at COUNTY's sole discretion.

2.8 Bid Format

Each Bid must be bound and submitted in the prescribed format below:

- The original Bid and two copies must be typewritten or word-processed on 8-1/2" X 11" white paper.
- The original Bid and two copies must be securely bound in a three-ring binder or other protective covering. Bid and copies that are paper clipped, stapled, or rubber banded may be rejected, at COUNTY's sole discretion.
 - The original Bid and two copies' cover binders must state the title of the IFB, CMS Number (CMS# 17-0049-1) and the name of your organization. The original Bid's cover must be clearly marked "original" and the two copies marked "copy".
- Each page must be clearly and consecutively numbered, including all attachments.
- The content and sequence of the Bid must be specifically labeled and in order indicated:
 - Transmittal Letter
 - Table of Contents
 - Pricing Sheet(s) (Section A)
 - Bidder's Qualifications (Section B)
 - Required Forms (Section C)
 - Proof of Insurability (Section D)
 - Proof of Licenses (Section E)

2.8.1 Transmittal Letter (*Insert*)

The Bid must contain a transmittal letter that is single sided and typed/printed on the Bidder's official stationery, and include the following in the order listed:

- Title of IFB and date.
- The exact business name and legal business status (i.e., partnership, corporation, etc.) of the Bidder, as indicated in Appendix D, Required Forms, Form 4 of the Bid.
- A brief introduction of the Bidder and its organization.
- The transmittal letter must bear the signature of the individual(s) authorized to sign on behalf of the Bidder (name, title, and signature) and bind the applicant in a Contract. The person signing this form shall be recognized as the Bidder's contact person for any communication between COUNTY and the Bidder.

2.8.2 Table of Contents (*Insert*)

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.8.3 Pricing Sheet(s) (Section A)

Complete and submit the following forms as provided in Appendix D – Required Forms:

- Pricing Schedule – Form 1
- Line Item Budget and Narrative – Form 2
- Certification of Independent Price Determination and Acknowledgement of IFB Restrictions – Form 3

2.8.4 Bidder's Qualifications (Section B)

Demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

A. Bidder's Background and Experience (Section B.1)

The Bidder shall complete, sign and date the Bidder's Organization Questionnaire/Affidavit and CBE Information – Form 4 as set forth in Appendix D. **The person(s) signing the form must be authorized**

to sign on behalf of the Bidder and to bind the applicant in a Contract.

Provide a summary of Relevant Background Information to demonstrate that the Bidder meets the Minimum Requirements stated in Sub-paragraph 1.4 of this IFB and has the capability to perform the required services as a corporation or other entity (Relevant Background Information, Appendix D - Insert).

Taking into account the structure of the Bidder's organization, Bidder shall determine which of the below referenced supporting documents COUNTY requires. If the Bidder's organization does not fit into one of these categories, upon receipt of the Bid or at some later time, COUNTY may, in its discretion, request additional documentation regarding the Bidder's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Bidder must submit the following documentation with the Bid (Appendix D, Required Forms, Business Entity Documents - Insert):

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" (SOI) as filed with the California Secretary of State listing corporate officers or members and managers. The SOI must be stamped with the Secretary's official seal.

Bidder must also submit one of the following documents/certificates or an equivalent document specified for the business entity type unless its business entity structure is a sole proprietorship with no fictitious business name (Appendix D, Required Forms, Business Entity Documents – Insert). If the Bidder is domiciled outside of California, the Bidder must provide proof of their status in that domicile. Bidder must be registered with the State of California and the local city where the Bidder will be conducting business prior to receiving a contract award.

- Sole Proprietorship - If a sole proprietorship is formed with a name other than the individual's name, a Fictitious Business Name Statement must be provided.
- Corporation - Articles of Incorporation
- Limited Liability Company - Domestic - LLC-1/Foreign - LLC-5
- Limited Partnership - Certificate of Partnership - LP-1
- General Partnership - Statement of Partnership Authority - GP-1
- Limited Liability Partnership - Registration of Limited Liability Partnership - LLP-1B.

B. Bidder's References (Section B.2)

It is the Bidder's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both Form 5 and Form 6.

COUNTY may disqualify a Bidder if:

- 1) references fail to substantiate Bidder's description of the services provided; or
- 2) references fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) the Department is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

The Bidder must complete and include Required Forms 5, 6, 7, and 8 as set forth in Appendix D.

a. Prospective Contractor References, Form 5

Bidder must provide 5 references where the same or similar scope of services was provided.

b. Prospective Contractor List of Contracts, Form 6

The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

c. Prospective Contractor List of Terminated Contracts, Form 7

Listing must include contracts terminated within the past three (3) years with a reason for termination.

d. Prospective Contractor List of Proposed Subcontractors, Form 8

Bidder must complete and submit the list of subcontractors for approval by COUNTY if Bidder is requesting to use subcontractors on the resulting contract. If subcontractors are unknown at the time of bidding, please indicate so on Form 8.

C. Bidder's Pending Litigation and Judgments (Section B.3)

Identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder (Form 9).

2.8.5 Required Forms (Section C)

Include the following business forms as provided in Appendix D – Required Forms. Complete, sign and date all forms.

Form 10 Board of Director's Resolution

Form 11A List of Current Members of Board of Directors/Corporate Officers

Form 11B Bidder's List of Business Partners or Associates Within the Past Five (5) Years

Form 12 Contractor's Administration

Form 13 Certification of Ownership and Financial Interest

Insert Audited Financial Statement

Form 14 Revenue Disclosure

Form 15 List of Bidder's Commitments

Form 16 Certification of No Conflict of Interest

Form 17 Familiarity of the County Lobbyist Ordinance Certification

Form 18 Request for Preference Program Consideration

Form 19 Bidder's EEO Certification

Form 20 Attestation of Willingness to Consider GAIN/GROW Participants

Form 21 Jury Service Program Application for Exception and Certification

Form 22 Charitable Contributions Certification

Form 23 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Form 24	Zero Tolerance Policy on Human Trafficking Certification
Form 25	Bidder's Compliance with Encryption Requirements
Form 26	Federal Debarment and Suspension Certification
Form 27A	Contractor Acknowledgement and Confidentiality Agreement
Form 27B	Contractor Employee Acknowledgement and Confidentiality Agreement
Form 27C	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Form 28	Compliance with Fair Chance Employment Hiring Practices Certification
Form 29	Offer to Perform and Acceptance of Terms and Conditions
Form 30	Last Page of Bid

2.8.6 Proof of Insurability (Section D)

Bidder must provide "Proof of Insurability" (Insert), indicating that it meets all insurance requirements set forth in both Appendix A, Sample Contract, Section 8.25 General Provisions for All Insurance Coverage and Section 8.26 Insurance Coverage.

- 2.8.6.1 If Bidder has current insurance coverage for the required insurance types, a copy of the Certificate of Acord may be submitted. If the Bidder is selected and awarded the contract and prior to the Start Work Notice being issued, Bidder will be contacted to provide another Certificate of Acord naming this program prior to the contract execution.
- 2.8.6.2 If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be selected to receive a Contract award may be submitted with the Bid. In conjunction with the letter, Bidder shall provide, upon COUNTY's request, copies of Bidder's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.
- 2.8.6.3 Letters of Intent from insurance brokers will not be considered acceptable substitutes.

2.8.7 Proof of Licenses (Section E)

Bidder must submit copies of the following licenses (Insert):

- License for drug and alcohol testing and/or urine collection;
- Business licenses to conduct business in the State of California; and
- Letter from the Internal Revenue Service in which Bidder is issued an Employer Identification Number.

2.9 Bid Submission

It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Bids received after the scheduled closing date and time for receipt of Bids, as listed in Sub-paragraph 2.3, IFB Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

2.9.1 The closing date and time for Bid submission is 10 A.M. Pacific Standard Time (PST) on December 2, 2019. It is the sole responsibility of the Bidder to see that its Bid is received before the submission deadline. Bidder shall bear all risks associated with delays in the U.S. Mail or other courier service. Any Bid received after the scheduled closing time for receipt of the Bid may be returned to the sender unopened, at the COUNTY's sole discretion.

2.9.2 For each Bid/offer, the original and two copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:
"BID FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES"

2.9.3 The Bid and any related information shall be delivered to:

Department of Children and Family Services
Contracts Administration Division
Attention: Urine Sample Collection for Drug & Alcohol Testing Contract Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020

2.9.4 Each Bidder agrees to provide COUNTY with an explanation of any information provided in its Bid, which COUNTY, in its discretion, deems necessary for an accurate determination of the Bidder's qualifications to perform the required service.

- 2.9.5 Bidder must respond only to this IFB as it is written including any written addenda discussed in 2.9.6 below. Bidder is not to attach any documentation, which is not required or requested under this IFB. Failure to adhere to the specifications contained in this IFB may be cause for rejection of the Bid. No corrections or resubmissions shall be accepted after the Bid deadline.
- 2.9.6 Any change to this IFB will be made by written addendum, which will be posted on the DCFS Website at <http://contracts.dcfs.lacounty.gov/> and the County of Los Angeles' website at <http://purchasingcontracts.co.la.ca.us> and will be sent via e-mail to each person or organization which COUNTY records indicate attended the mandatory Bidders' Conference. This addendum will become a part of the IFB and COUNTY reserves the right to issue more than one addendum. COUNTY is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), a Bid's failure to address the requirement(s) of such addendum may result in the rejection of the Bid, as determined in the sole discretion of COUNTY.
- 2.9.7 All Bids shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit Bids. Until the Bid submission deadline, errors in Bids may be corrected by a request in writing to withdraw the Bid and by submission of another set of Bids with the mistakes corrected. Corrections will not be accepted once the deadline for submission of Bids has passed.
- 2.9.8 At the sole discretion of COUNTY, Bids may be rejected and disqualified if:
- Any Bid deviates from the format and/or submission procedure.
 - Failure to submit the correct number of copies by the required time and date.
 - On any previous Contract(s) with COUNTY, the Bidder has:
1) defaulted on performance; or 2) failed to effectively complete performance on schedule.
- 2.9.9 The Bid opening will be held shortly after the 10:00 A.M. PST Bid submission deadline on December 2, 2019. DCFS will announce each Bidder's name and their Bid price.

3.0 BID REVIEW AND SELECTION PROCESS

Bid Review and Selection Process consists of a two-part assessment. Part I is to determine the lowest Bid price. Part II is to determine whether the lowest price Bid and its Bidder are responsive and responsible and therefore qualified to be recommended to the County's Board of Supervisors for a contract award.

3.1 Review Process

Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Social Enterprise Preference or Disabled Veteran Business Enterprise Preference, the lowest Bid price will be determined as follows:

Social Enterprise Preference Program: 15% of the lowest qualifying Bid price submitted will be calculated and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Social Enterprise Preference.

Disabled Veteran Business Enterprise Preference: 15% of the lowest qualifying Bid price submitted will be calculated and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted the Disabled Veteran Business Enterprise Preference.

- 3.1.1 Once the Bid sheet has been calculated based on weighted categories, the Preference will be applied.
- 3.1.2 The Bid with the lowest price will then move to Part II assessment, in accordance with Section 1.21, Determination of Bidder Responsiveness and Responsibility. If the Bid with the lowest prices does not meet the requirements of the Part II assessment, then the next lowest priced Bid will proceed to the Part II assessment, and so on.
- 3.1.3 The Bid with the lowest price that meets the requirements of the Part II assessment will be recommended to the County Board of Supervisors for contract award.

Only one of the above preferences will apply. In no case shall any Preference be combined to exceed 15% of the lowest responsible Bid meeting specifications.

3.2 Adherence to Minimum Requirements

COUNTY shall review the Bidder's Organization Questionnaire/Affidavit and CBE Information – Form 4 of Appendix D, Required Forms, and determine if the Bidder meets the minimum requirements as outlined in Sub-paragraph 1.4 of this IFB.

Failure of the Bidder to comply with the Minimum Requirements may eliminate its Bid from any further consideration. COUNTY may elect to waive any informality in a Bid if the sum and substance of the Bid is present.

3.3 Disqualification Review

A bid may be disqualified from consideration because a Department determined it was a non-responsive bid at any time during the review/evaluation process. If

a Department determines that a Bid was disqualified due to non-responsiveness, the Department shall notify the Bidder in writing.

Upon receipt of the written determination of disqualification, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

3.4 Bid Review

3.4.1 Bidder's Qualifications

COUNTY's review shall include the following:

- Bidder's Background and Experience as provided in Section B.1 of the Bid.
- Bidder's References as provided in Section B.2 of the Bid. The review will include verification of references submitted, a review of COUNTY's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on COUNTY contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Bidder as provided in Section B.3 of the Bid.

3.4.2 Required Forms

All forms listed in Section 2, Sub-paragraph 2.8.5 must be included in Section C of the Bid.

3.4.3 Proof of Insurability

Review the proof of insurability provided in Section D of the Bid.

3.4.4 Proof of Licenses

Review the proof of licenses provided in Section E of the Bid.

3.5 Proposed Contractor Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review (as described in Section 3.5) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the department.

A request for a Proposed Contractor Selection Review may, in the department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the department);
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the bid format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The department made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
 - c. Another basis for review as provided by state or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the department's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored bid, as the case may be.

Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Section 3.5.5 below).

3.5.5 County Independent Review

Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a County Independent Review is submitted timely and
2. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 3.5. (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Bidder.

3.6 Notification of Award

3.6.1 All Bidders will be notified in writing of the final selection.

3.6.2 The winning Bidder shall be prepared to enter into a contract with COUNTY, which shall be substantially the same as the Sample Contract, Statement of Work, Exhibits, Forms, and Attachments included in the IFB.

3.6.3 Notwithstanding the above, COUNTY reserves the right to change final terms and conditions, deemed to be in the best interest of COUNTY, that do not affect the basis of the contract award.

3.6.4 COUNTY will then recommend the contract award to the Board of Supervisors for its consideration and approval.

3.6.5 Any recommendation to award the contract shall in no manner bind the Board of Supervisors to award a contract to the prospective CONTRACTOR(s), which by law must exercise its judgement and discretion concerning the selection of proposals and the terms of any resultant Contract.

3.7 Selection Process Disclaimer

3.7.1 COUNTY reserves the sole right to judge the contents of the Bid submitted pursuant to this IFB and to review, evaluate, and select the successful Bid.

- 3.7.2 COUNTY reserves the right to waive, at its sole discretion, any inconsequential disparities or disparities in a submitted Bid.
- 3.7.3 The failure of a Bidder to promptly supply information in connection with the selection process may be grounds for disqualification at COUNTY's sole discretion.
- 3.7.4 The objective of this IFB is to identify the lowest cost, most responsive, and responsible Bidder. In instances where more than one (1) Bid submitted has the lowest equal Bid price and are equally the most responsive and responsible Bid, COUNTY reserves the right to consider an additional selection process in which the Bidders with the lowest equal Bid price will be offered the opportunity to adjust and resubmit their Budget to reflect an adjusted Bid price to COUNTY for further consideration. DCFS will select the lowest cost responsive Bid to be recommended for a contract.

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL
TESTING SERVICES (CMS# 17-0049-1)**

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

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	WORK	4
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	5
6.0	ADMINISTRATION OF CONTRACT - COUNTY	9
6.1	County's Program Manager	9
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	9
7.1	Contractor's Project Director	9
7.2	Approval of Contractor's Staff	10
7.3	Contractor's Staff Identification	10
7.4	Background and Security Investigations	10
7.5	Confidentiality	11
8.0	STANDARD TERMS AND CONDITIONS	13
8.1	Changes and Amendments	13
8.2	Assignment and Delegation	14
8.3	Authorization Warranty	15
8.4	Budget Reductions	15
8.5	Complaints	15
8.6	Compliance with Applicable Laws	16
8.7	Compliance with Civil Rights Laws	17
8.8	Compliance with County's Jury Service Program	17
8.9	Conflict of Interest	19
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	19
8.11	Consideration of Hiring Gain-Grow Participants	20
8.12	Contractor Responsibility and Debarment	20

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.13	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	23
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	23
8.15	County's Quality Assurance Plan.....	24
8.16	Damage to County Facilities, Buildings or Grounds	24
8.17	Employment Eligibility Verification	24
8.18	Facsimile Representations.....	25
8.19	Fair Labor Standards.....	25
8.20	Force Majeure	25
8.21	Former Foster Youth Consideration.....	26
8.22	Governing Law, Jurisdiction, and Venue.....	27
8.23	Independent Contractor Status	27
8.24	Indemnification	27
8.25	General Provisions for All Insurance Coverage	28
8.26	Insurance Coverage	32
8.27	Liquidated Damages	34
8.28	Most Favored Public Entity	35
8.29	Nondiscrimination and Affirmative Action.....	35
8.30	Non Exclusivity	37
8.31	Notice of Delays	37
8.32	Notice of Disputes	37
8.33	Notice to Employees Regarding the Federal Earned Income Credit.....	37
8.34	Notice to Employees Regarding the Safely Surrendered Baby Law	37
8.35	Notices	37
8.36	Prohibition Against Inducement or Persuasion	38
8.37	Public Records Act	38
8.38	Publicity.....	38
8.39	Record Retention and Inspection/Audit Settlement.....	39
8.40	Recycled Bond Paper.....	40
8.41	Subcontracting	40

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.42	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	42
8.43	Termination for Convenience.....	43
8.44	Termination for Default	43
8.45	Termination for Improper Consideration	45
8.46	Termination for Insolvency.....	46
8.47	Termination for Non-Adherence of County Lobbyist Ordinance	46
8.48	Termination for Non-Appropriation of Funds	47
8.49	Validity	47
8.50	Waiver.....	47
8.51	Warranty Against Contingent Fees	47
8.52	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	48
8.53	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	48
8.54	Time Off for Voting.....	48
8.55	Compliance with County's Zero Tolerance Policy on Human Trafficking ...	49
8.56	Compliance with Fair Chance Employment Practices	49
8.57	Compliance with the County Policy of Equity	49
9.0	UNIQUE TERMS AND CONDITIONS.....	49
9.1	Ownership of Materials, Software and Copyright.....	49
9.2	Contractor's Charitable Activities Compliance	51
9.3	Social Enterprise (SE) Preference Program	51
9.4	Disabled Veteran Business Enterprise (DVBE) Preference Program	52
9.5	Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standards	53
9.6	Child Abuse Prevention Reporting.....	54
9.7	Contract Accounting and Financial Reporting.....	55
9.8	Fixed Assets	55
	SIGNATURES.....	56

APPENDIX A - CONTRACT EXHIBITS

CONTRACT FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A Statement of Work
- A-1 Performance Requirements Summary (PRS) Chart
- A-2 User Complaint Report (UCR)
- A-3 DCFS Alcohol – Drug Random Test Referral
- A-4 Listing of 20 Designated Zip Code Areas for Collection Sites Monday-Friday
- A-5 Listing of 20 Designated Zip Code Areas for Collection Sites Saturday or Sunday
- A-6 Listing of Los Angeles County DCFS Regional Offices by SPA
- A-7 Listing of Collection Sites
- A-8 Sample of Vendor Invoice
- B-1 Pricing Schedule
- B-2 Line Item Budget
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Confidentiality Forms
- G Jury Service Ordinance
- H Safely Surrendered Baby Law

UNIQUE EXHIBITS

- I Charitable Contributions Certification
- J Auditor-Controller Contract Accounting & Administration Handbook

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

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

This Contract and Exhibits made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Urine Sample Collection for Drug and Alcohol Testing Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Urine Sample Collection for Drug and Alcohol Testing Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Urine Sample Collection for Drug and Alcohol Testing Services; and

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

WHEREAS, expenditures made by Contractor in the administration of this Contract shall be in compliance with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A Statement of Work
- Exhibit A-1 Performance Requirements Summary (PRS) Chart
- Exhibit A-2 User Complaint Report (UCR)
- Exhibit A-3 DCFS Alcohol – Drug Random Test Referral
- Exhibit A-4 Listing of 20 Designated Zip Code Areas for Collection Sites Monday-Friday
- Exhibit A-5 Listing of 20 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 Listing of Collection Sites
- Exhibit A-8 Sample of Vendor Invoice

- 1.2 Exhibit B1 Pricing Schedule
- Exhibit B-2 Line Item Budget

- 1.3 Exhibit C Contractor's EEO Certification

- 1.4 Exhibit D County's Administration

- 1.5 Exhibit E Contractor's Administration

- 1.6 Exhibit F Confidentiality Forms

- 1.7 Exhibit G Jury Service Ordinance

- 1.8 Exhibit H Safely Surrendered Baby Law

Unique Exhibits:

SB 1262 - Nonprofit Integrity Act of 2004

- 1.9 Exhibit I Charitable Contributions Certification

- 1.10 Exhibit J Auditor Controller Contract Accounting & Administration Handbook

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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.

- 2.1 Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 County:** County of Los Angeles and includes the Department of Children and Family Services.
- 2.5 County's Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.6 Contractor Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 County Program Manager:** 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.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 DCFS:** County's Department of Children and Family Services.
- 2.10 Director:** County's Director of the Department of Children and Family Services or his authorized designee.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.12 Participant:** Person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.13 Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.14 Subcontract:** A Contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.15 State:** means the government of California.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on ____ and shall expire on _____, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the possibility to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor, 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.
- 4.3 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.
- 4.4 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and an additional six months extension if the additional time is necessary to complete a solicitation or negotiation of a new contract, for a maximum total Contract term of three

(3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the (Board of Supervisors or the Director or his/her designee as authorized by the Board of Supervisors). 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.

- 4.5 The Contractor shall notify DCFS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit D - County's Administration.
- 4.6 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.

5.0 CONTRACT SUM

- 5.1 The Maximum Contract Sum for this contract is \$_____.
- 5.2 The 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.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit D - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The 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 the Contractor after the expiration or other termination of this Contract. Should the 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 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 and for the frequency or duration as specified in the Contract and any amendments thereto.
- 5.5.2 Contractor, without prior approval of County, may reallocate up to a maximum of five 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 budget reallocations above the five 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.
- 5.5.3 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.

5.5.4 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 Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

5.5.5 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 invoice to:

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

5.5.6 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.

5.5.7 In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

5.5.8 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.

- 5.5.9 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.
- 5.5.10 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.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 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).
- 5.6.2 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.
- 5.6.3 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.

- 5.6.4 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.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit D - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Program Manager

Responsibilities of the County's Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to the Contractor, as appropriate in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Project Director on a regular basis;
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Overseeing the day-to-day administration of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited.
- 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.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

- 7.1.1 The Contractor's Project Director is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

- 7.1.2 The Contractor's Project Director shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

- 7.3.1 Contractor shall notify the County within one business day when staff is terminated from working under 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.

- 7.3.2 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.

7.4 Background and Security Investigations

- 7.4.1 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.

- 7.4.2 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.

- 7.4.3 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.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.4.5 Contractor shall immediately notify the 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 the Contractor.
- 7.4.6 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.

7.5 Confidentiality

- 7.5.1 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.
- 7.5.2 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 Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F1.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F2.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F3.
- 7.5.7 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.5.8 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 Sub Contractor 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.

- 7.5.9 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.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes and Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.
- 8.1.2 For any other changes which do not have an affect on the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.
- 8.1.3 For any change not covered by Sub-sections 8.1.1 or 8.1.2, an amendment to this Contract shall be prepared by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the COUNTY's Board of Supervisors.
- 8.1.4 The 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 Director of DCFS, or his designee.
- 8.1.5 The Director of DCFS or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or his designee.

8.2 Assignment and Delegation

- 8.2.1 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.
- 8.2.2 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.
- 8.2.3 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.
- 8.2.4 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.

8.3 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.

8.4 Budget Reductions

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 thirty (30) calendar 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.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 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.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.6 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.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, 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.

- 8.6.2 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.
- 8.6.3 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).
- 8.6.4 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.
- 8.6.5 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 Paragraph 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The 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. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 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 as Exhibit G – Jury Service Ordinance and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020

of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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.

2. For purposes of this sub-paragraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the

Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-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 and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 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.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor 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.

8.12.2 Chapter 2.202 of the County Code

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.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the 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.

8.12.4 Contractor Hearing Board

1. 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.
2. 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.
3. 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 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.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) 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.

5. 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 (5) years; (2) the debarment has been in effect for at least five (5) 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 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.
6. 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

- 8.12.6 A registry of Debarred CONTRACTOR's for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: <http://doingbusiness.lacounty.gov/debarmentlist.html>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

8.12.7 Contractor Alert Reporting Database (CARD)

The County maintains databases that track and 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.

8.13 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 Exhibit H – Safely Surrendered Baby Law, 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. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 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.

8.14.2 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).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the 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 the 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 the 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.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The 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 any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 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.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or

negligence of either of them. In such case, Contractor shall not be liable 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 Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Former Foster Youth Consideration

- 8.21.1 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 Section 8.11 – Consideration of Hiring Gain-Grow Participants, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify COUNTY of any new or vacant position(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, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

- 8.21.2 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).
- 8.21.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

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

8.23 Independent Contractor Status

8.23.1 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 the 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.

8.23.2 The 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.

8.23.3 The 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.

8.23.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.24 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 Indemnitees.

8.25 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of 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 Sections 8.24 and 8.25 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.

8.25.1 Evidence of Coverage and Notice to County

- 8.25.1.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County, including copies of the additional insured endorsement to the Contractor's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.25.1.2 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.
- 8.25.1.3 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.

- 8.25.1.4 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 any required endorsements shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
Attention: Urine Sample Collection for Drug and
Alcohol Testing Contracts Analyst
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.

8.25.2 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.

8.25.3 Cancellation of or Change 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.

8.25.4 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.

8.25.5 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.

8.25.6 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.

8.25.7 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.

8.25.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 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.

8.25.10 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.

8.25.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 **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.

8.25.13 **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.

8.25.14 **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.

8.26 **Insurance Coverage**

8.26.1 **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

8.26.2 **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.

- 8.26.3 **Workers Compensation and Employers' 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.

Unique Insurance Coverage

▪ Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

▪ Professional Liability/Errors and Omissions

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.

▪ Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious

software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.27 Liquidated Damages

8.27.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.27.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, 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 Department Head, or his/her designee, 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 is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in (SOW) Exhibit A-1, Performance Requirements Summary, hereunder, 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

(c) Upon giving five (5) 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.

8.27.3 The action noted in sub-paragraph 8.27.2 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.

8.27.4 This sub-paragraph 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-paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 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.

8.29 Nondiscrimination and Affirmative Action

8.29.1 The 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.

8.29.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.29.3 The 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.

- 8.29.4 The 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.
- 8.29.5 The 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.
- 8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend 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 and Housing 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 the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 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.

8.30 Non Exclusivity

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

8.31 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 Notice of Disputes

The Contractor shall bring to the attention of the County's Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.33 Notice to Employees Regarding the Federal Earned Income Credit

The 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 Service Notice No. 1015.

8.34 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.35 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's

Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the 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.

8.37 Public Records Act

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in 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 the 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 issued by a court of competent jurisdiction.

8.37.2 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 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.

8.38 Publicity

8.38.1 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:

- The Contractor shall develop all publicity material in a professional manner; and
- 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 Project Director. The County shall not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.38 shall apply.

8.39 Record Retention and Inspection/Audit Settlement

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.

8.39.1 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).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) 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.

8.40 Recycled Bond 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.

8.41 Subcontracting

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.41.3 The 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 the Contractor employees.
- 8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.41.5 The 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.
- 8.41.6 The County's Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 8.41.7 Contractor shall obtain the following from each Sub-Contractor before any Sub-Contractor 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:
- An executed Exhibit F-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
 - 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.
 - Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval on request.

- 8.41.8 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.
- 8.41.9 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.
- 8.41.10 Contractor shall be solely liable and accountable for any and all payments and other compensation to all Sub-Contractor'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 Sub-Contractor's or their officers, employees and agents.
- 8.41.11 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

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

before any Subcontractor employee may perform any work hereunder.

8.42 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - 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 ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and

pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 Termination for Convenience

8.43.1 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 the 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 ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 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 sub-paragraph 8.39, Record Retention and Inspection/Audit Settlement.

8.44 Termination for Default

8.44.1 The 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:

- Contractor has made a misrepresentation of any required element in the Bid submitted in response to the Invitation for Bids, if any; or
- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or

- 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.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs 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 sub-paragraph.

8.44.3 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-paragraph 8.44.2 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-paragraph 8.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the County that the Contractor was not in default under the

provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.43 - Termination for Convenience.

- 8.44.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in sub-section 8.44.1, 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 8.44.2, 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.
- 8.44.6 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 Section 8.24, Indemnification.
- 8.44.7 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Improper Consideration

- 8.45.1 The County may, by written notice to the 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 the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The 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.

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

8.46 Termination for Insolvency

8.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the 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.

8.48 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.

8.49 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.

8.50 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 sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

8.51.1 The 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.

8.51.2 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.

8.52 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 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 Section 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.54 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.

8.55 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges 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.

8.56 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.

8.57 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor. County will notify Contractor of any Public Records Act request for items described in sub-section 9.1.3.
- 9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law, order of court, or Public Records Act.
- 9.1.6 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 measure 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.
- 9.1.7 Contract shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

- 9.1.8 All the rights and obligations of this sub-paragraph 9.1 shall survive the expiration or termination of this Contract.

9.2 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 Charitable Contributions Certification, Exhibit I, 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 which 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)

9.3 Social Enterprise (SE) Preference Program

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 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 SE.
- 9.3.3 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 SE.
- 9.3.4 If Contractor has obtained County certification as a SE 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, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) 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 entity 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2 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 DVBE.
- 9.4.3 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 DVBE.
- 9.4.4 If Contractor has obtained certification as a DVBE 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, Contractor 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) above, the Contractor will 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).

Notwithstanding any other remedies in this contract, 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard

9.5.1 Data Encryption

Contractor and Sub-Contractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. 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).

9.5.2 Stored Data

Contractor and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumbdrives, external harddrives) 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 - Part1: General (Revision3); (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.

9.5.3 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) 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.

9.5.4 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Sub-Contractors) 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 46 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.6 Child Abuse Prevention Reporting

9.6.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

9.6.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

1. A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

2. The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
3. The assurance that all employees of Contractor and Sub-Contractor's understand that the safety of the child is always the first priority.

9.7 Contract Accounting and Financial Reporting

Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit J, Auditor-Controller Contract Accounting and Administration Handbook.

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

9.8 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.

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

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 caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: _____
David Beaudet, Senior Deputy County Counsel

APPENDIX B: EXHIBIT A - 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

SECTION NUMBER AND TITLE	PAGE
1.0 PREAMBLE	1
2.0 INTRODUCTION	1
3.0 DEFINITIONS	2
4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS.....	5
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 URINE SAMPLE 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.....	20
18.0 PROCESS COORDINATION	21

STATEMENT OF WORK EXHIBITS

Exhibit A-1: Performance Requirements Summary (PRS) Chart.....	22
Exhibit A-2: User Complaint Report (UCR).....	24
Exhibit A-3: DCFS Alcohol – Drug Random Test Referral Forms.....	25
Exhibit A-4: Listing of 20 Designated Zip Code Areas for Collection Sites Monday – Friday....	32
Exhibit A-5: Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday.....	33
Exhibit A-6: Listing Of Los Angeles County DCFS Regional Offices by SPA	34
Exhibit A-7: Listing of Collection Sites	35
Exhibit A-8: Sample of Vendor Invoice	41
Exhibit B-1: Pricing Schedule	42
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 Shared Core Practice Model, Strategic Plan Mission, Values, Goals and Performance Outcomes.

The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the COUNTY'S shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the COUNTY'S Strategic Plan's Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today and is reflected in the Countywide Prevention Plan.

2.0 INTRODUCTION

Drug and alcohol testing through urine sample collection is required where parents or primary caregivers or out of home caregivers of children receiving DCFS services are suspected of drug or alcohol abuse.

CONTRACTOR shall provide Urine Sample Collection for Drug and Alcohol Testing services to COUNTY as specified in this Statement of Work (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 sample.
- 3.2 **Business Day** – Shall be defined as Monday through Friday excluding COUNTY holidays. COUNTY holidays include: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.
- 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 will 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 sample collection to final disposition of the sample. 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 COUNTY where CONTRACTOR records a message in English and Spanish, Sundays through Thursdays after 7 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 samples 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 **Collection Site(s)** – A facility provided by CONTRACTOR, and approved by COUNTY Program Manager, where COUNTY clients present themselves for the purpose of providing a sample 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 sample to a certified drug-testing laboratory.
- 3.8 **Contract Project Director (CPD)** – means the CONTRACTOR's designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work (SOW).

- 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 CONTRACTOR.
- 3.12 **Cut-off Level(s)** – The decision point or value used to establish and report a sample as negative, positive, adulterated, or invalid.
- 3.13 **D/L Isomer Test** – A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding.
- 3.14 **Drug Testing** – A method of measuring the presence of drugs in a person’s body through analysis of urine sample.
- 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 samples from further consideration and to identify the presumptively positive samples that require confirmation or further testing.
- 3.17 **GCMS** – Gas Chromatograph Mass Spectrometry (GCMS) 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 sample. Mass spectrometry is the technique used to provide a positive identification of substances that were separated by the gas chromatograph.
- 3.18 **Juvenile Dependency Court** – A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.19 **LC-MS/MS** – Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) is a technique that combines high pressure liquid chromatography with tandem mass spectrometry to identify complex mixtures of proteins and peptides.

- 3.20 **“National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs” as follows:**
- 3.20.1 **Five Panel Drug Test** - Cannabinoids, Cocaine, Amphetamines, Opiates, and Phenycyclidine.
 - 3.20.2 **Other Drugs** - Hydromorphone, Oxycodone, Oxymorphone, Heroin, Methadone, Zolpidem, and Benzodiazepine.
- 3.21 **On-Demand Testing** – A test ordered for the same day the referral is submitted or for a specific date chosen by the CSW, or ordered by the Juvenile Dependency Court.
- 3.22 **Quality Assurance Plan** – The plan developed by CONTRACTOR which defines all necessary measures to be taken by 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 by the CSW, to COUNTY client, to provide urine sample 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 **Swagger** – Largest framework for designing Application Programming Interfaces (APIs) using a common programming language
- 3.29 **Urine Sample Collection** – The process of gathering urine samples provided by the clients as ordered by the Juvenile Dependency Court or the CSW.
- 3.30 **Weekly Schedule** – Testing on a weekly basis for a specific period of time as ordered by the Juvenile Dependency Court.

4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contract Project Director (CPD).
- 4.2 The name and contact information of CPM and that of an alternate (ALT) authorized to act on behalf of COUNTY in CPM's absence shall be designated in writing in Exhibit D, COUNTY's Administration.
- 4.3 CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate COUNTY in anyway whatsoever beyond the terms of this Contract.
- 4.5 COUNTY shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this contract, which may include unannounced visits.
- 4.6 Monitoring may be performed by CPM or designated alternate or any other individual or group authorized by CPM.
- 4.7 COUNTY may provide a User Complaint Report (UCR) (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 Contract Project Director (CPD) to manage all operations in connection with providing the services of this Contract. 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 CPD and that of an alternate who is authorized to act on behalf of CONTRACTOR in CPD's absence shall be designated in writing in Exhibit E, Contractor's Administration.
- 5.2 CPD and designated alternate must be able to read, write, speak and understand English.
- 5.3 CONTRACTOR shall immediately notify CPM of any change in CPD.
- 5.4 CPD or designated alternate shall be available to COUNTY's authorized personnel from 8:00 AM to 5:30 PM, 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. CPD or other manager in the employ of CONTRACTOR shall supervise all of 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 CPM 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 CPM may, at his or her sole discretion, direct CONTRACTOR to remove from any work under this Contract, any of its personnel who 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.
 - 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 Electronic Referral System or by email, 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, or CPM.
 - 6.1.4 CONTRACTOR shall allow clients to test at any given Collection Site as listed in Exhibit A-7, Listing of Collection Sites.

- 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 an enrolled client walks in to a Collection Site requesting to test and there is no electronic referral nor a hard copy of the referral for weekend hours, CONTRACTOR shall contact the CSW to submit the electronic Referral. In the absence of the CSW, CONTRACTOR should contact the SCSW or CPM, otherwise client will not be allowed to test.
- 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 15 minutes prior to the closure of the Collection Site.
- 6.2 Random Drug and Alcohol Testing
 - 6.2.1 COUNTY shall set up the randomized schedule for clients to test twice a month with CONTRACTOR.
- 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 copy of a drug testing referral. However, CONTRACTOR shall not report test results for such clients until the CSW has submitted a Referral. CONTRACTOR shall contact the CSW to submit the Referral. In the absence of the CSW, CONTRACTOR should contact the SCSW or CPM.
- 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.
 - 6.4.2 COUNTY shall set up the Weekly Testing Schedule
 - 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 CONTRACTOR.
- 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)
- n) Termination Date
- o) Numeric Sequence number (a unique number generated by DCFS)

6.6 Secured Web-Based Referral System

- 6.6.1 DCFS Drug and Alcohol Testing Referral System is a web-based application that transmits electronic referral transaction records and collects the referral transactions submitted by COUNTY.
- 6.6.2 CONTRACTOR shall provide and maintain an automated tracking system at no additional cost to COUNTY that will store and organize all of the information regarding drug and alcohol tests, referrals, and results.
- 6.6.3 CONTRACTOR shall be able to receive and process the DCFS electronic referral encrypted transaction file every fifteen minutes through Web API (REST/JSON) secured web services each business day.
- 6.6.4 CONTRACTOR shall provide each Collection Site a secured logon and access to 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.
- 6.6.5 CONTRACTOR shall receive the encrypted transaction file from Web API (REST/JSON) secured web services.

- 6.6.6 CONTRACTOR shall decrypt the DCFS electronic referral encrypted transaction file using Advanced Encryption Standard (AES).
- 6.6.7 CONTRACTOR shall verify the number of transaction records in the DCFS electronic referral transaction file using the Trailer Record count.
- 6.6.8 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.
- 6.6.9 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.
- 6.6.10 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.
- 6.6.11 CONTRACTOR shall use Web API (REST/JSON) secured web services to return referral results data back to the COUNTY.
- 6.6.12 To enable data exchange, between CONTRACTOR and COUNTY, a link to Swagger/Open API shall be provided.
- 6.7 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 7.5, Confidentiality, of the Contract.

7.0 COLLECTION SITES

- 7.1 CONTRACTOR shall provide Monday through Friday, a minimum of 20 Collection Sites throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday.
 - 7.1.1 Included in the minimum number of 20 Collection Sites, CONTRACTOR shall provide Monday through Friday, a Collection Site in Avalon, Catalina Island, as indicated in Exhibit A-4, Listing of 20 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 20 Collection Sites as stated in Section 7.1 above.
- 7.3 CONTRACTOR shall provide a minimum of one Collection Site within designated zip-codes for a minimum total of 20 Collection Sites, as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday. The zip-codes 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 CPM.
- 7.5 CONTRACTOR shall notify CPM in writing, within eight hours of determining that CONTRACTOR is unable to maintain a Collection Site in a designated zip-code, along with a plan to locate a new Collection Site.
- 7.5.1 If CONTRACTOR is unable to locate a Collection Site within the designated zip-codes within 30 days of the first notification to CPM that CONTRACTOR is seeking a new Collection Site, CONTRACTOR shall notify CPM, in writing, of all efforts made to locate a Collection Site within the designated zip-codes. If approved by CPM in writing, CONTRACTOR may provide a substitute Collection Site outside of a designated zip-code.
- 7.6 CONTRACTOR's Collection Sites shall be listed on Exhibit A-7, Listing of Collection Sites.
- 7.6.1 CONTRACTOR shall submit a new Listing of Collection Sites, Exhibit A-7, Listing of Collection Sites, to CPM upon approval when adding or deleting Collection Sites.
- 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 up to two Collection Sites above the minimum number of 20 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 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

- 8.2 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 The required weekday hours of operation from 8:00 AM to 7:00 PM may be provided using no more than 2 sites in the designated zip-codes identified for each office. For example, a Collection Site within a designated zip-code for each office may be open from 8:00 AM to 1:00 PM; and a second Collection Site within the same zip-codes may service the same office from 1:00 PM to 7:00 PM, to comply with the 11 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 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 or decrease the number of Collection Sites and the hours of operation based on changing needs of COUNTY.

9.0 COLLECTION PROCESS

- 9.1 CONTRACTOR shall ensure that all Collection Sites perform urine sample collection witnessed by a person of the same sex as the client giving the sample, and that the Collection 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 CONTRACTOR for clients who are scheduled for drug 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 samples at the Collection Sites do so only with prior written authorization for testing by DCFS or in accordance with 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 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, Case Number, CSW and SCSW names and phone numbers with 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." CONTRACTOR is only to accept hard copy document from DCFS client.
 - 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.
 - 9.5.3 CONTRACTOR should be able to receive from DCFS, a photo of the client using web services.
- 9.6 CONTRACTOR shall give each client, who has provided a urine sample 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 COUNTY may withhold payment to CONTRACTOR for any costs incurred for urine sample 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.

10.0 URINE SAMPLE SCREENING, ANALYSIS, AND CERTIFICATION

- 10.1 CONTRACTOR shall perform an initial screening and test all urine samples submitted for alcohol and drug testing to detect positive or negative screening results for the Five Panel Drug Test and Other Drugs, as defined above in Section 3.20.
 - 10.1.1 The CONTRACTOR is to comply with the most current SAMHSA recommended cutoff levels for alcohol and the Five Panel Drug Test and Other Drugs. The CONTRACTOR is to notify the COUNTY of any changes to the SAMHSA recommended cutoff levels.
- 10.2 All urine samples initially screened as negative for the substances noted shall be reported as negative. All urine samples, 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 samples 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 LC-MS/MS or GCMS.
 - 10.3.1 All urine drug tests that yield positive for amphetamines must be conducted by utilizing the D/L Isomer test.
- 10.4 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.
- 10.5 All drug analyses shall be conducted by a laboratory certified by the SAMHSA or accredited by the CAP/FUDT. CONTRACTOR shall provide proof of the certification. COUNTY 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 COUNTY. COUNTY 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 samples 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 COUNTY) to identify the possibility of fermentation due to diabetic conditions of the client.
- 11.3 If CONTRACTOR identifies the client's urine sample as glucose positive and they have not been identified as diabetic by COUNTY, CONTRACTOR shall notify 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 or alcohol test result report.
- 11.4 All alcohol analyses shall be conducted by a laboratory certified by the SAMHSA; or accredited by the 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 samples 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 sample by tracking its handling from the point of collection to its final disposition.
- 12.2 All urine samples shall not be exposed to high temperatures for an extended time. These conditions may affect the test results of a urine sample. Refrigeration of samples is required where there are concerns of high temperatures in geographical areas of COUNTY, such as Antelope Valley.
- 12.3 All urine samples, which are collected and test negative shall be maintained in storage, at CONTRACTOR's expense, for a period of no less than seven days from the date the sample was collected.
- 12.4 All urine samples, which are collected and test positive shall be maintained in storage, at CONTRACTOR's expense, for a period of no less than one year from the date the sample was collected.
- 12.5 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” 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.
- 13.2 This line shall not ring busy, shall be picked up by the fourth ring and shall be answered by CONTRACTOR.
- 13.3 CONTRACTOR shall be responsible to return COUNTY’s messages within one (1) business day as monitored by COUNTY.

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

- 14.1 CONTRACTOR shall administer and operate COUNTY’s toll free ‘800’ Client Hotline Service line with two options; one (1) for COUNTY Random Drug and Alcohol Testing Program and the other for 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 sample 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 (2) tests per month). There shall be no deviation from this testing frequency unless previously approved by CPM.
- 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 (1) test per week). There shall be no deviation from this testing frequency unless previously approved by CPM.
- 14.5 CONTRACTOR shall change the recorded message for both the Random and Weekly Testing options for the following day, Sundays through Thursdays after 7:00 PM but no later than 7:30 PM.

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

sample collected and other information pertaining to urine sample collection and urinalysis testing for drugs and alcohol as requested by COUNTY 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 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.
- 16.1.2 CONTRACTOR shall send the encrypted transaction file through Web API (REST/JSON) secured web services.
- 16.1.3 CONTRACTOR shall be able to encrypt the electronic test results in an encrypted transactions file using Advanced Encryption Standard (AES).
- 16.1.4 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. 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.

16.1.5 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.

16.1.6 Drug and alcohol testing results shall be available through the Web API (REST/JSON) secured web services and CONTRACTOR’S web-based system according to the following schedule:

16.1.6.1 Negative test results shall be available on the next Business Day, following the day the urine sample was collected.

16.1.6.2 Missed test (No-Show) shall be available on the next Business Day, following the day the urine sample was scheduled to be collected.

16.1.6.3 Positive test results shall be available no later than on the third Business Day, following the day the urine sample was collected.

16.1.6.4 Notwithstanding the timeframes above, for samples collected in Avalon, Catalina Island:

16.1.6.4.1 Negative test results shall be available on the second Business Day, following the day the urine sample was collected.

16.1.6.4.2 Missed test (No-Show) shall be available on the next Business Day, following the day the urine sample was scheduled to be collected.

16.1.6.4.3 Positive test results shall be available no later than on the fourth Business Day, following the day the urine sample was collected.

16.1.6.5 CONTRACTOR may hold test results beyond the identified timeframes if, in accordance with this Contract, a client was

permitted to test and CONTRACTOR has not received the appropriate and complete documentation from COUNTY in order to release the test results within the designated timeframe. (e.g., COUNTY has not provided an on-demand referral form with the signature/approval of a SCSW.) CONTRACTOR should contact CSW to obtain the completed documentation from COUNTY. In the absence of CSW, CONTRACTOR should contact SCSW. In the absence of SCSW, CONTRACTOR should contact CPM.

16.1.6.6 Upon DCFS' verification of the transaction records in CONTRACTOR's electronic test results transaction file, one of the following will occur:

16.1.6.6.1 CONTRACTOR shall receive a rejection File Message via email from DCFS if the number of transaction records in CONTRACTOR's electronic test results transaction file does not match.

16.1.6.6.1.1 For transactions with errors, a negative acknowledgement will be sent to both parties in a response message along with corresponding error codes and descriptions. CONTRACTOR shall take necessary corrective actions as noted in the response message and re-submit.

16.1.6.6.2 CONTRACTOR shall receive a DCFS acceptance File Message via email if the number of transaction records in the electronic test results transaction file matches.

16.1.6.7 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 Section 7.5, Confidentiality, of the Contract.

16.1.7 When a sample is tested for both drugs and alcohol, the drug test results and alcohol test results shall be available simultaneously as a combined notification through both COUNTY's and CONTRACTOR's web-based systems within the timeframes established for each as stated in this Contract.

16.1.8 CONTRACTOR shall provide all test results for drugs and alcohol reports, simultaneously through both COUNTY's and CONTRACTOR's

web-based systems within the timeframes established for each as stated in this Contract

- 16.1.9 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.

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 CPM containing the following information:

- Number of actual tests performed
 - o On-Demand Participants that includes the DCFS service component
 - o Random Program Participants that includes the DCFS service component
 - o Weekly Schedule Participants that includes the DCFS service component
- Number of actual tests performed
 - o Drug & Alcohol Tests
 - o 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
 - o On-Demand Participants
 - o Random Program Participants
 - o Schedule Participants
- Number of open Referrals on file from each DCFS SPA Office as of the prior month end
 - o Random Program Participants
 - o Weekly Schedule Participants
- List denoting the date and letters which were selected for Random Testing and Weekly 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 CPM and DCFS Finance Division. 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.
- 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 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 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, SOW, 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, SOW, 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 Exhibit A, SOW 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 COUNTY, as requested, with the improvement of the DCFS Drug and Alcohol Testing Program.
- 18.2 CONTRACTOR shall assist 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.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS
Drug and/or Alcohol Testing Referrals are reviewed and processed on the same day that they are received from Department of Children and Family Services (DCFS) Children's Social Workers (CSW)/ Supervising Children's Social Workers (SCSW) (Section 6.0)	100% compliance for all required services.	COUNTY monitors CONTRACTOR compliance with the Contract.	If two (2) User Complaint Reports (UCR) are submitted in a twelve-month (12) 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 (CAP) to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to the COUNTY approval. COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$200 when the following occurs:
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 samples as scheduled from COUNTY clients. (Sections 7.0 and 8.0)		County Program Manager (CPM) receives notices from other DCFS users.	
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)		CPM receives results of any audit regarding CONTRACTOR compliance.	
All urine sample are screened, analyzed, picked up 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)		CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.	
Integrity of all urine sample is maintained and preserved from the point of collection to its final disposition using appropriate drug testing sample 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 7:00 PM, to provide prompt and courteous response to inquiries from DCFS CSWs, CPM regarding drug test			

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS
<p>results and drug test procedures and process. (Section 13.0)</p> <p>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 Spanish, to provide random and weekly drug test schedules to clients. (Section 14.0)</p> <p>Secured web based access to test results is to be available to DCFS staff who submit an alcohol or drug test referral, and all other records and reports required in the SOW are to be submitted to the CPM in a timely manner with all the required information and on the frequency stated in the SOW. (Sections 16.0)</p> <p>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)</p> <p>CONTRACTOR shall give assistance and coordination to COUNTY and succeeding vendor in the development and improvement of the DCFS Drug and Alcohol Testing Program. (Section 18.0)</p>			<p>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, or any other provisions of the Contract; or</p> <p>2) Each CAP submitted by CONTRACTOR that does not meet with COUNTY's approval.</p>

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 (CPM) 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 Project Director (CPD) 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.
- ☐ Contractor not picking up all samples the day they are collected.
- ☐ Other (describe): _____

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

Send UCR to Donna Fernandez, (CPM), 425 Shatto Place, Room 500, Los Angeles, CA 90020
 and a copy to Contracts Administration Division, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES (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 (Initial of donor's last name ONLY)
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 Code

3. CSW, SCSW INFORMATION

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

4. SPECIAL INSTRUCTIONS FOR DRUG TESTING

TERMINATION DATE (Note: This field is mandatory 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 for alcohol and/or drug testing. Please instruct client to choose appropriate menu option when calling the 800 number.
*** 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 7:30 PM 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. Please choose the appropriate menu option when calling the 800 number.
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) ☐ **Extensión**

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
Número del Caso de DCFS (7 dígitos) o Número del Hotline Referral (19 digits)***	Componente de servicio del 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 está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de los medicamentos:			
¿EL CLIENTE ES DIABETICO(A)? (La 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			

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): 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 archivo. NO <input type="checkbox"/>	

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente. Esta Referencia se usa para referir a un cliente para un examen de alcohol y/o drogas. Por favor de instruir al cliente que escoja la apropiada opción de menú cuando llame al número 800.
***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 7:30 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 realizado 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. Por favor escoja la apropiada opción de menú cuando llama al número 800.
Si esta forma no está completa o legible, contacte inmediatamente a su Trabajador/a Social. Usted debe presentar una identificación válida 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 mandatory 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

<input type="checkbox"/> Today <input type="checkbox"/> Other Date(s) (Multiple dates for specialized schedules only):
--

INSTRUCTIONS TO CSW: Complete all information legibly. This Referral is used to refer a client for on demand alcohol or drug testing.

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

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	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

Ordenado por la Corte: Sí <input type="checkbox"/> Es obligatorio que las órdenes judiciales especifiquen 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 para un examen de demanda de alcohol o de drogas.

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

Si esta forma no está completa o legible, póngase en contacto inmediatamente con su Trabajador/a Social. Usted debe presentar una identificación válida 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 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 (Initial of donor's last name ONLY)
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? Yes <input type="checkbox"/> *Weekly must be court	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 for alcohol and/or drug testing. Please instruct the client to choose the appropriate menu option when calling the 800 number.
*** <u>Court Number will not be accepted</u> . 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 7:30 PM 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. Please choose the appropriate menu option when calling the 800 number.
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 semanal.

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

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
Número del Caso de DCFS (7 dígitos) o Número del Hotline Referral (19 dígitos)***	Componente de servicio del caso: (Por favor circule uno) ER / FM / FR / PP/ VFM/ VFR/ Otro	¿Los exámenes semanales están Corte? Sí <input type="checkbox"/>	Fecha de la Referencia
Nombre del Menor Mayor en el Caso		Nombre del Caso	
¿El cliente está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de los medicamentos:			
¿EL CLIENTE ES DIABETICO(A)? (La 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	Número de
Apellido de SCSW	Nombre	Número de	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. 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 archivo. Todas las referencias de pruebas semanales deben ser ordenadas por la corte.	

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente. Esta Referencia se usa para referir a un cliente para un examen de alcohol y/o drogas. Por favor de instruir al cliente que escoja la apropiada opción de menú cuando llame al número 800.
***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 7:30 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 realizado 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. Por favor escoja la apropiada opción de menú cuando llama al número 800.
Si esta forma no está completa o legible, contacte inmediatamente a 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.

Listing of 20 Designated Zip Codes Areas for Collection Sites Monday – Friday

Collection Site #	Service Planning Area 1					
1	Lancaster	93534	93535	93536	93532	
2	Palmdale	93543	93550	93551	93552	93510
		93591	93544			
Collection Site #	Service Planning Area 2					
3	Van Nuys	91331	91402	91405	91605	
4	Santa Clarita	91342	91343	91321	91351	91387
5	West San Fernando Valley*			91303	91304	91324
				91325	91335	91406
				91306	91340	
Collection Site #	Service Planning Area 3					
6	Pasadena	90032	90041	90042	91008	91202
		91101	90065	91208		
7	El Monte	91732	91733	91745	91731	91734
8	Pomona	91765	91766	91767	91768	91711
		91750	91773			
9	Glendora	91702	91724	91748	91744	91722
		91723	91790	91791	91792	
Collection Site #	Service Planning Area 4					
10	Metro North	90057	90006	90033	90031	90026
Collection Site #	Service Planning Area 5					
11	West Los Angeles	90019	90066	90291	90230	
		90405	90232	90402		
Collection Site #	Service Planning Area 6					
12	Wateridge North	90011	90016	90047		
13	Wateridge South	90002	90018	90062	90037	
		90008				
14	Compton	90222	90059	90262	90021	
15	Vermont Corridor	90001	90003	90044		
Collection Site #	Service Planning Area 7					
16	Belvedere	90022	90201	90255	90640	90660
		90023	90040	90058	90063	90270
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

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 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

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 93534 93536 93532</p>	<p>Name _____</p> <p>Address: _____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation: MON _ TUE _ WED _ THU _ FRI _</p> <p>Hours of Operation: MON-FRI __AM - __PM</p> <p>MON _ TUE _ WED _ THU _ FRI _</p>
2	<p>(Circle Zip Code)</p> <p>Palmdale 93543 93550 93551 93552 93510 93591 93544</p>	<p>Name _____</p> <p>Address: _____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation: MON _ TUE _ WED _ THU _ FRI _</p> <p>Hours of Operation: MON-FRI __AM - __PM</p> <p>MON _ TUE _ WED _ THU _ FRI _</p>

Collection Site #	Service Planning Area 2	
3	<p>(Circle Zip Code)</p> <p>Santa Clarita 91342 91343 91321 91351 91387</p>	<p>Name _____</p> <p>Address: _____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation: MON _ TUE _ WED _ THU _ FRI _</p> <p>Hours of Operation: MON-FRI __AM - __PM</p> <p>MON _ TUE _ WED _ THU _ FRI _</p>
4	<p>(Circle Zip Code)</p> <p>Van Nuys 91331 91402 91405 91605</p>	<p>Name _____</p> <p>Address: _____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation: MON _ TUE _ WED _ THU _ FRI _</p> <p>Hours of Operation: MON-FRI __AM - __PM</p> <p>MON _ TUE _ WED _ THU _ FRI _</p>
5	<p>(Circle Zip Code)</p> <p>West San Fernando Valley 91303 91304 91324 91325 91335 91406 91306 91340</p>	<p>Name _____</p> <p>Address: _____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation: MON _ TUE _ WED _ THU _ FRI _</p> <p>Hours of Operation: MON-FRI __AM - __PM</p> <p>MON _ TUE _ WED _ THU _ FRI _</p>

Collection Site #	Service Planning Area 3		
6	(Circle Zip Code) Pasadena 90032 91101 90042 90065 90041 91202 91008 91208	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _ Hours of Operation: MON-FRI __AM - __PM MON _TUE _WED _THU _FRI _	
7	(Circle Zip Code) El Monte 91732 91733 91734 91745 91731	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _ Hours of Operation: MON-FRI __AM - __PM MON _TUE _WED _THU _FRI _	
8	(Circle Zip Code) Pomona 91766 91767 91765 91768 91711 91750 91773	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _ Hours of Operation: MON-FRI __AM - __PM MON _TUE _WED _THU _FRI _	
9	(Circle Zip Code) Glendora 91702 91724 91748 91744 91722 91723 91790 91791 91792	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _ Hours of Operation: MON-FRI __AM - __PM MON _TUE _WED _THU _FRI _	

Collection Site #	Service Planning Area 4		
10	(Circle Zip Code) Metro North 90057 90006 90033 90031 90026	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _ Hours of Operation: MON-FRI __AM - __PM MON _TUE _WED _THU _FRI _	

Collection Site #	Service Planning Area 5		
11	(Circle Zip Code) West Los Angeles 90019 90066 90291 90230 90405 90232 90402		Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__

Collection Site #	Service Planning Area 6		
12	(Circle Zip Code) Wateridge North 90016 90011 90047		Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__
13	(Circle Zip Code) Wateridge South 90002 90018 90062 90037 90008		Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__
14	(Circle Zip Code) Compton 90222 90059 90262 90021		Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__
15	Vermont Corridor 90003 90044 90001		Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__

Collection Site #	Service Planning Area 7		
16	(Circle Zip Code) Belvedere 90022 90201 90255 90640 90660 90023 90040 90058 90063 90270	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__	
17	(Circle Zip Code) Santa Fe Springs 90280 90670	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__	

Collection Site #	Service Planning Area 8		
18	(Circle Zip Code) South County 90805 90813 90731 90744	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__	
19	Avalon, Catalina Island 90704	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__	
20	(Circle Zip Code) Torrance 90250 90501	Name _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__ Hours of Operation: MON-FRI __ AM - __PM MON__TUE__WED__THU__FRI__	

Saturday or Sunday Sites:

Collection Site #	Service Planning Area 1	
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ or SUN__

Collection Site #	Service Planning Area 2	
2	91342 or 91402 or 91405 or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ or SUN__

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 or 91734 or 91711 or 91750 or 91773 or 91722 or 91723 or 91790 or 91791 or 91792 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ or SUN__

Collection Site #	Service Planning Area 4	
4	90057 or 90006 or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ or SUN__

Collection Site #	Service Planning Area 5	
5	90019 or 90066 or 90291 or 90230 or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ 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 or 90008 or 90021 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ or SUN__

Collection Site #	Service Planning Area 7	
7	90022 or 90201 or 90255 or 90640 or 90660 or 90280 or 90670 or 90023 or 90040 or 90058 or 90063 or 90270 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ or SUN__

Collection Site #	Service Planning Area 8	
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ or SUN__ Hours of Operation: SATURDAY __ AM - __PM SAT__ or SUN__

SAMPLE OF VENDOR INVOICE

Name of Lab Address of Lab Telephone Number								
DCFS Finance Division ATTN: Contract Accounting MM/DD/YYYY 425 Shatto Place Room 204 Los Angeles, CA 90020						Account# 00000 Invoice Date: Invoice # 000000-00		
<u>Panel Code Description</u> 96000 = Alcohol 965053 = 5 DRUGS + ALC/MDMA (DCFS)								
Last Name	First Name	Date of Birth	Case Number	Sample Tracking	Type and Reason for Test	Collection Date	Panel Code	Charge

PRICING SCHEDULE

Refer to APPENDIX D: Required Forms – Form 1

LINE ITEM BUDGET

Refer to APPENDIX D: Required Forms – Form 2

APPENDIX C

EXHIBITS TO SAMPLE CONTRACT

(APPENDIX C will become EXHIBITS of the final Contract)

Note: Some of the documents listed in Appendix C are in other parts of the IFB, as indicated on the placeholders. This is because some forms require action/participation on the part of the Bidder for purposes of this IFB.

EXHIBITS

- C CONTRACTOR'S EEO CERTIFICATION
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONFIDENTIALITY FORMS
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

- I CHARITABLE CONTRIBUTIONS CERTIFICATION
- J AUDITOR CONTROLLER CONTRACT ACCOUNTING & ADMINISTRATION
HANDBOOK

CONTRACTOR'S EEO CERTIFICATION

Refer to APPENDIX D: Required Forms – Form 19

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY ALTERNATE PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

Refer to APPENDIX D: Required Forms – Form 12

F-1 Contractor Acknowledgement and Confidentiality Agreement
F-2 Contractor Employee Acknowledgement and Confidentiality Agreement
F-3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement

Refer to APPENDIX D: Required Forms – Form 27A, 27B, and 27C

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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 but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor 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 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:

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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.

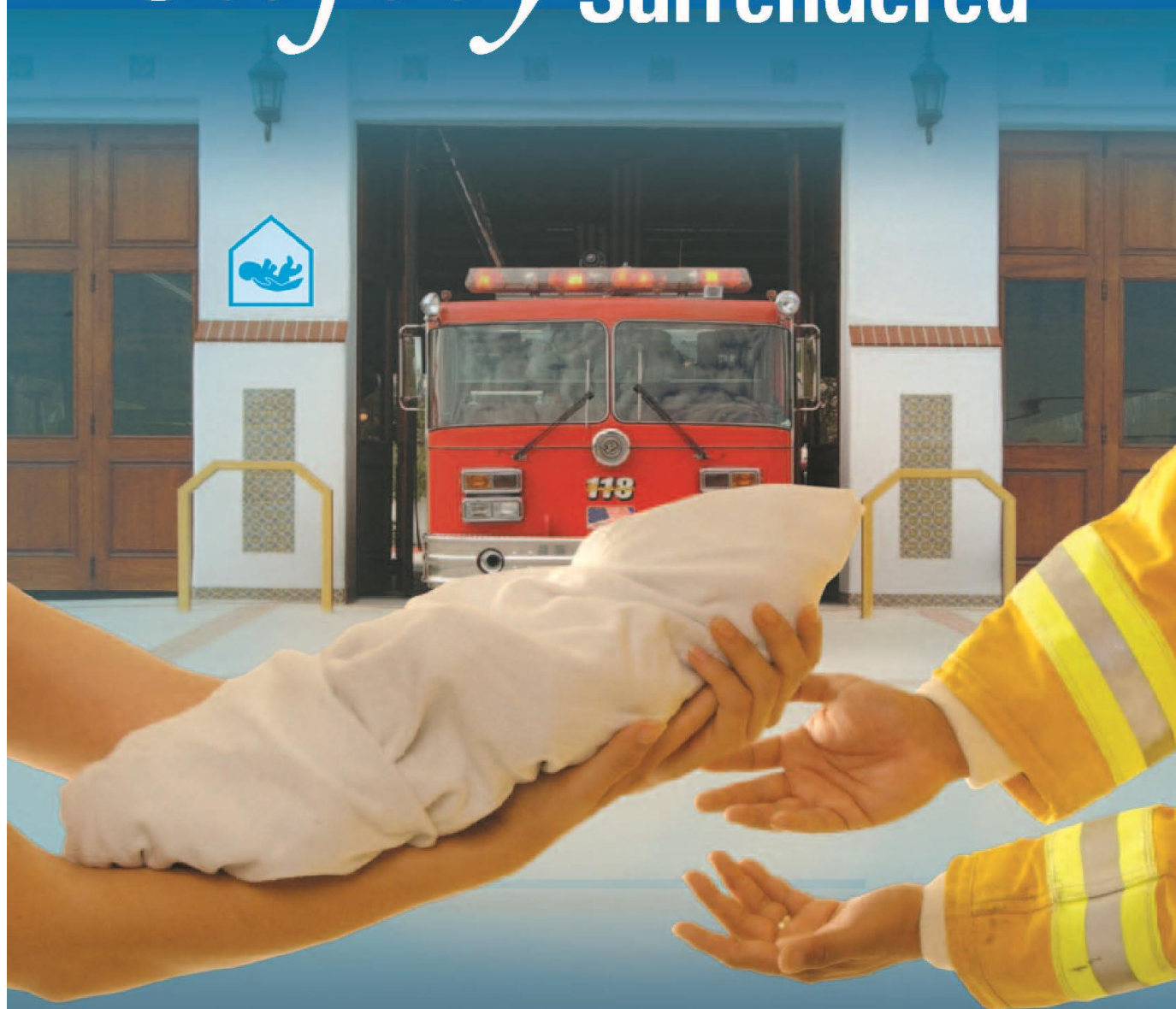
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (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



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?

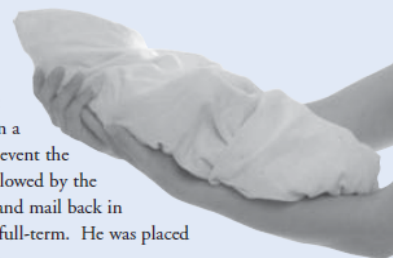
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.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 Ángeles. 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 Ángeles 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.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Refer to APPENDIX D: Required Forms – Form 22

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

http://file.lacounty.gov/auditor/portal/cms1_214867.pdf

APPENDIX D

REQUIRED FORMS

FOR

INVITATION FOR BIDS (IFB)

	1 – Insert	Transmittal Letter
	2 – Insert	Table of Contents
Section A	3 – Form 1	Pricing Schedule
	4 – Form 2	Line Item Budget and Narrative
	5 – Form 3	Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
Section B	6 – Form 4	Bidder's Organization Questionnaire/Affidavit and CBE Information
	7 – Insert	Relevant Background Information
	8 – Insert	Business Entity Structure Documents
	9 – Form 5	Bidder's References
	10 – Form 6	Bidder's List of Contracts
	11 – Form 7	Bidder's List of Terminated Contracts
	12 – Form 8	Bidder's List of Proposed Subcontractors
	13 – Form 9	Bidder's Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties
Section C	14 – Form 10	Board of Director's Resolution
	15 – Form 11A Form 11B	List of Current Members of Board of Directors/Corporate Officers Bidder's List of Business Partners or Associates Within the Past Five (5) Years
	16 – Form 12	Contractor's Administration
	17 – Form 13	Certification of Ownership and Financial Interest
	18 – Insert	Audited Financial Statement
	19 – Form 14	Revenue Disclosure
	20 – Form 15	List of Bidder's Commitments
	21 – Form 16	Certification of No Conflict of Interest
	22 – Form 17	Familiarity of the County Lobbyist Ordinance Certification
	23 – Form 18	Request for Preference Consideration
	24 – Form 19	Bidder's EEO Certification
	25 – Form 20	Attestation of Willingness to Consider GAIN/GROW Participants
	26 – Form 21	Jury Service Program and Application for Exception and Certification
	27 – Form 22	Charitable Contributions Certification
	28 – Form 23	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
	29 – Form 24	Zero Tolerance Policy on Human Trafficking Certification
	30 – Form 25	Bidder's Compliance with Encryption Requirements
	31 – Form 26	Federal Debarment and Suspension Certification
	32 – Form 27A Form 27B Form 27C	Contractor Acknowledgement and Confidentiality Agreement Contractor Employee Acknowledgement and Confidentiality Agreement Contractor Non-Employee Acknowledgement and Confidentiality Agreement
	33 – Form 28	Compliance with Fair Chance Employment Hiring Practices Certification
	34 – Form 29	Offer to Perform and Acceptance of Terms and Conditions
Section D	35 – Insert	Proof of Insurability
Section E	36 – Insert	Copies of Applicable Licenses, Certifications, and Permits
	37 – Form 30	Last Page of Bid

TRANSMITTAL LETTER

Refer to IFB, Section 2.8.1 for information

TABLE OF CONTENTS

Please insert your table of contents here

**URINE SAMPLE COLLECTION FOR
DRUG AND ALCOHOL TESTING SERVICES
CMS 17-0049-1**

Pricing Schedule

_____ (Bidder's Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) for the County of Los Angeles, under all of the terms and conditions specified in the IFB (including, but not limited to the Statement of Work, Performance Requirements Summary, Attachments and Sample Contract).

Prices quoted by Bidder includes all applicable charges and costs associated with the Urine Sample Collection for Drug and Alcohol Testing Services, and any other costs necessary in the performance of all tasks and performance outcomes outlined in, and in accordance with, this IFB.

This price shall be fixed and guaranteed for the Contract term, beginning on the date of commencement of services. Prices quoted by Bidder include all applicable charges and costs associated with collection, chain of custody, screening, confirmation of positive results, storage, administration, provision of seminars and any other costs necessary to properly complete the project as outlined in the Statement of Work and elsewhere in this IFB. Bidder's itemized charges shall also include but are not limited to, the following:

- Labor for all proposed services
- Materials, services, supplies, and other identifiable costs for all proposed services, and
- All applicable taxes, including sales taxes.

There are three (3) pricing categories: Table I - Urine Testing for Alcohol, Table II - Urine Testing for BOTH Alcohol and Drugs; and Table III - D/L Isomer Tests.

Column A of each table contains the Bidder's per sample cost of the specified test. Column B is the COUNTY's projected annual volume for each urine testing category. Bidder to multiply unit cost in Column A by the projected annual volume in Column B to reach total cost in Column C.

Bidder's Overall Total Cost, as calculated in Table IV, will used to rank bid pricing from the lowest to highest.

County does not guarantee a minimum or maximum number of drug and alcohol tests to be conducted. NOTE: The number of urine sample collection/drug and alcohol testing may vary from month to month.

Bidder must indicate its price by completing the tables and signature block below:

TABLE I: URINE TESTING FOR ALCOHOL

A	B	C
BIDDER'S COST PER SAMPLE	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (A x B = C)
\$	700	\$

TABLE II: URINE TESTING FOR BOTH ALCOHOL AND DRUGS*

A	B	C
BIDDER'S COST PER SAMPLE	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (A x B = C)
\$	124,200	\$

TABLE III: URINE TESTING FOR D/L ISOMER TEST

A	B	C
BIDDER'S COST PER SAMPLE	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (A x B = C)
\$	3240	\$

*Please see Appendix B: Exhibit A – Statement of Work, Sections 3.20 and 10.1

NOTE: County's Projected Annual Volume for Table I and II were based on 2017 data, and Table III was projected by averages from January – August 2018.

I, _____ (Printed Name of Authorized Personnel), an authorized agent of _____ (Name of Bidder), hereby certify that _____ (Name of Bidder), agree upon contract award to perform the said services and adhere to the requirements specified in the Contract, Statement of Work and Performance Requirement Summary at the above listed price for the term of the contract.

Signature: _____ Date: _____

Title of Authorized Personnel: _____

**URINE SAMPLE COLLECTION FOR
DRUG AND ALCOHOL TESTING SERVICES
CMS 17-0049-1**

BID SHEET / PRICING SCHEDULE

TABLE IV: BIDDER'S OVERALL TOTAL COST (To be Completed by the County)	
Total Cost for Table I	\$
Total Cost for Table II	\$
Total Cost for Table III	\$
OVERALL TOTAL COST (Table I + Table II + Table III above)	\$

SAMPLE LINE ITEM BUDGET

BIDDER: _____

DATE: _____

1. DIRECT COSTS**A. Payroll Costs:**

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Project Director				
Administrative Assistant				
Total Payroll Costs				

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance			
Dental Insurance			
Total Employee Benefits Cost			

C. Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Description	Number of Employees	Monthly Taxes	Annual Taxes
Federal and State Taxes			
FICA			
State Disability			
Total Payroll Taxes			

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability/Auto/Professional Insurance		
Workers' Compensation Insurance		
Vehicle and Equipment (Material Handling, Office) Leases		
Telephone and Utilities		
Office, Space, Facilities Leases/Rents/Mortgage		
Services (Non-subcontractor) and Supplies (Office/Operational)		
Total Insurance, Equipment and Operation Expenses		

TOTAL DIRECT COSTS	
---------------------------	--

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting/Bookkeeping		
Banking/Payroll Services		
Overhead		
Total Insurance, Equipment and Operation Expenses		

TOTAL INDIRECT COSTS	
----------------------	--

TOTAL DIRECT AND INDIRECT COSTS	
---------------------------------	--

PROFIT RATE (%)	%	PERCENTAGE TOTAL PROFIT AMOUNT	
-----------------	---	--------------------------------	--

TOTAL ANNUAL COSTS	
--------------------	--

TOTAL MONTHLY COSTS	
---------------------	--

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Bidder.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

Name of Firm

Print Name of Signer

Title

Signature

Date

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)?

☐ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

State _____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's?

☐ **Yes** ☐ **No**

If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm?

☐ **Yes** ☐ **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years?

☐ **Yes** ☐ **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☐ **No** If yes, provide information:

Bidder acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Paragraph 1.4, of this Invitation for Bids, as listed below.

Check the appropriate boxes:

- ☐ **Yes** ☐ **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.

☐ **Yes** ☐ **No** Bidder must be able to perform the requested services at one or more certified laboratories 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 of equal or greater technical rigor, and in accordance with standards and regulations set by SAMHSA, CAP/FUDT, or similar accreditation organization.

☐ **Yes** ☐ **No** Bidder must be able to demonstrate capability to deliver technical system requirements as stated in Appendix B, SOW, Section 6.6 - Secured Web-Based Referral System.

1. Bidder must be able to 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.

2. Bidder must be able to receive and process the DCFS electronic referral encrypted transaction file every fifteen minutes through Web Application Programming Interface/JavaScript Object Notation, Web API (REST/JSON), secured web services each business day.

2.1 Bidder must be able to receive the encrypted transaction file from Web API (REST/JSON) secured web services.

2.2 Bidder must be able to decrypt the DCFS electronic referral encrypted transaction file using Advanced Encryption Standard (AES).

3. Bidder must be able to provide a web-based system for drug test results as stated in Appendix B, SOW, Section 16.1 - Test Results.

3.1 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.

☐ **Yes** ☐ **No** Bidder must have attended the Bidders' Conference, on Tuesday, October 22, 2019, at 9:00 A.M. PST. Please see IFB Section 2.6, Mandatory Bidders' Conference.

- ☐ **Yes** ☐ **No** Bidder does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- I. 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 type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. 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						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- II. 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	%	%	%	%	%	%
Women	%	%	%	%	%	%

- III. 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	Disadvantaged	Disabled Veteran	Other

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

BIDDER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
BIDDER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	
BIDDER OFFICIAL NAME AND TITE (PRINT):			
SIGNATURE		DATE	

RELEVANT BACKGROUND INFORMATION

Insert Relevant Background Information here. Refer to IFB, 2.8.4 A

BUSINESS ENTITY DOCUMENTS

Insert Business Entity Structure Documents here. Refer to IFB, 2.8.4

PROSPECTIVE BIDDER REFERENCES**Bidder's Name:** _____

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROSPECTIVE BIDDER LIST OF CONTRACTS**Bidder's Name:** _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

PROSPECTIVE BIDDER LIST OF TERMINATED CONTRACTS**Bidder's Name:** _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name	Subcontractor Address	Contact Person	Phone (P) & E-Mail
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:

(Please make additional copies of this form if necessary. If subcontractors are unknown at the time of bidding, please indicate so on form.)

BIDDER INVOLVEMENT IN LITIGATION, LABOR VIOLATIONS, AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the bid if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the bidder currently, or within the past seven years, involved in litigation?	___	___
1. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	___	___
2. Are any bidder staff members unable to be bonded?	___	___
3. Have there been unfavorable rulings by any funding source against the agency for improper action or contract compliance deficiencies?	___	___
4. Has the bidder or bidder director ever had public or foundation funds withheld?	___	___
5. Has the bidder or bidder director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___
6. Has the bidder had any labor violations claim filed against it within the past five years?	___	___

EXPLANATION (Use separate pages)

AUTHORIZED SIGNATURE

DATE

NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

BOARD OF DIRECTOR'S RESOLUTION

-EXAMPLE-

BE IT RESOLVED THAT ON _____20____, THE BOARD OF DIRECTOR'S
OF _____

(LEGAL NAME OF BIDDER)

HEREBY AUTHORIZES AND DIRECTS ITS (Print full name of person authorized), (Print the title of the person named: CEO, President, or Executive Director) TO SUBMIT THE ATTACHED BID AND TO BIND THE CONTRACTOR IN A CONTRACT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES AS STIPULATED IN THE IFB AND RESULTING FINAL EXECUTED CONTRACT.

ATTESTED:

Print Name and Title of Chair/Chairman of the Board of Directors

(Signature Line for Board Chair/Chairman)

Print Name and Title of Board of Director Member holding the titles of Treasurer or CFO

(Signature Line for Board Treasurer or CFO)

Print Name(s) of authorized person responsible for submission of the bid and to bind the Contractor in a Contract with the County

(Signature of Person authorized to bind the Contractor in a Contract with the County)

(Signature of Second Person authorized to bind the Contractor in a Contract with the County)

**BIDDER’S LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS, CORPORATE OFFICERS
(INCLUDING OTHER AGENCIES BOARD MEMBERS SERVE ON AND LOS ANGELES COUNTY EMPLOYEE CERTIFICATION)**

Legal Name of Agency:

Name	Address, City, State	Telephone and E-Mail Addresses	Other Agency’s*	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
						Payroll Title
		P: ()				
		E-Mail:				
		P: ()				
		E-Mail:				
		P: ()				
		E-Mail:				
		P: ()				
		E-Mail:				

*List the name of any other organization that the Board Member also serves on. (Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Person authorized to bind the Contractor in a Contract with the County

Date_____

BIDDER'S LIST OF BUSINESS PARTNERS OR ASSOCIATES WITHIN THE PAST FIVE (5) YEARS

Legal Name of Agency:

Name	Address, City, State	Telephone and E-Mail Addresses	Agency Name	Type of Business Association	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
							Payroll Title
		P: ()					
		E-Mail:					
		P: ()					
		E-Mail:					
		P: ()					
		E-Mail:					
		P: ()					
		E-Mail:					

(Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct._____
Signature of Person authorized to bind the Contractor in a Contract with the County

Date_____

**CONTRACTOR'S ADMINISTRATION FOR
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

CONTRACT NUMBER _____

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(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

CONTRACTOR'S PROJECT DIRECTOR (CPD):

Organization Name: _____

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

ALTERNATE CPD:

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: Title:

Street Address:

City, State, Zip:

Telephone:

Email Address:

Name: Title:

Street Address:

City, State, Zip:

Telephone:

Email Address:

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

**Department of Children and Family Services
Contracts Administration Division
Attn: Contracts Division 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 the Department of Children and Family Services Contracts Administration Division at the above address.

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

Date

BIDDER'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Bidder must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes_____No_____

If yes, provide name of organization or person and the following information:

Print Name and Title

Address

Telephone Number

Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

Print Name of Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County

Date

Bidder must declare whether it has Financial Interest in any other business.

Yes_____No_____

If yes, provide name of business:_____

Print Legal Name of BusinessAddress

Telephone Number

Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County

Date:

Tax ID -or- Employer Identification Number _____

AUDITED FINANCIAL STATEMENT

Insert Bidder's two (2) most current Audited Financial Statements

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

Legal Name of Agency: _____

☐ Yes, there are commitments (please list below).

☐ No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of authorized person responsible for submission of the bid to the County

Authorized Signature of authorized person responsible for submission of the bid to the County

Date _____

Note: Please refer to next page for examples of commitments.

EXAMPLE OF COMMITMENTS/POTENTIAL COMMITMENTS

Name of Firm	Amount	Time Period	Type of Commitment
Bank of the West	\$100,000	10 years	Commercial real estate loan
Dell Computers	\$20,000	1/1/06 –12/31/07	Computer leases
Xerox Corporation	\$10,500	Annually	Office Equipments
Ford Motors Co.	\$15,300	Annually	Vehicles Leases
Assured Properties	\$2,500	Month to Month	Office Space

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Bidder Name

Bidder Official Title

Official's Signature

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Bidder certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Bidder's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

For County Solicitations subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm:		County Webven No.:	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

BIDDER'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Bidders unable to meet this requirement shall not be considered for contract award.

Bidder shall complete all of the following information, sign where indicated below, and return this form with their bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Bidder's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

APPENDIX D - Required Form 21

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it 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 itself will exceed \$50,000). 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 ten 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 exception 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 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.

- ☐ 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:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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.

Check the Certification below that is applicable to your company.

- ☐ Bidder or Contractor has examined its activities and determined that it does not now receive or raise 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.

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

Date

Please Print Name and Title of Signer

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Bidder certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Bidder or Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Bidder or Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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:	Title:
Signature:	Date:

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

BIDDER 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.

Bidder acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder 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:	Title:
Signature:	Date:

BIDDER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Bidder shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Bidder 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.

DOCUMENTATION

AVAILABLE

COMPLIANCE QUESTIONS

YES NO YES NO

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 1). Will County data stored on your workstation(s) be encrypted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2). Will County data stored on your laptop(s) be encrypted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3). Will County data stored on removable media be encrypted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4). Will County data be encrypted when transmitted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5). Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6). Will County data be stored on remote servers*? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**cloud storage, Software-as-a-Service or SaaS*

Bidder Name

Bidder Official Title

Official's Signature

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Company Name

Address

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

Date

Contractor Name and Title

APPENDIX D - Required Form 27A

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

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 and Confidentiality 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.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

APPENDIX D - Required Form 27B

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 _____ Contract No. _____

Employee Name _____

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: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

APPENDIX D - Required Form 27C

CONTRACTOR NON-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 _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above 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 the above-referenced Contractor 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 the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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 the above-referenced Contractor 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, I shall keep such information confidential.

I agree to report to the above-referenced Contractor 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 the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

BIDDER 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 acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that bidder and staff performing work under the Contract will be in compliance. Bidder 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:	Title:
Signature:	Date:

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

**URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING
SERVICES
(CMS 17-0049-1)**

(Bidder's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 270 days following the IFB submission due date stated in the IFB cover letter.

Print Name(s) of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Signature of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Date

PROOF OF INSURABILITY

Please insert insurance documents.

**COPIES OF LICENSES AND PERMITS REQUIRED FOR
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING
SERVICES**

Bidder must submit copies of all licenses and permits necessary for the provision of the specified services listed in the IFB.

LAST PAGE OF BID

Respectfully submitted,

(Firm or Corporate Name)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

Date _____

Address _____

City _____

State: Zip Code _____

Telephone _____

Federal Tax Identification Number _____

INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the 10 business days of issuance of the solicitation document.

Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
 2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
 3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
 4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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 but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor 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 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:

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)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County is available at the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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 whose wages 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 2016 are less than \$53,505 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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 7, 2017.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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.

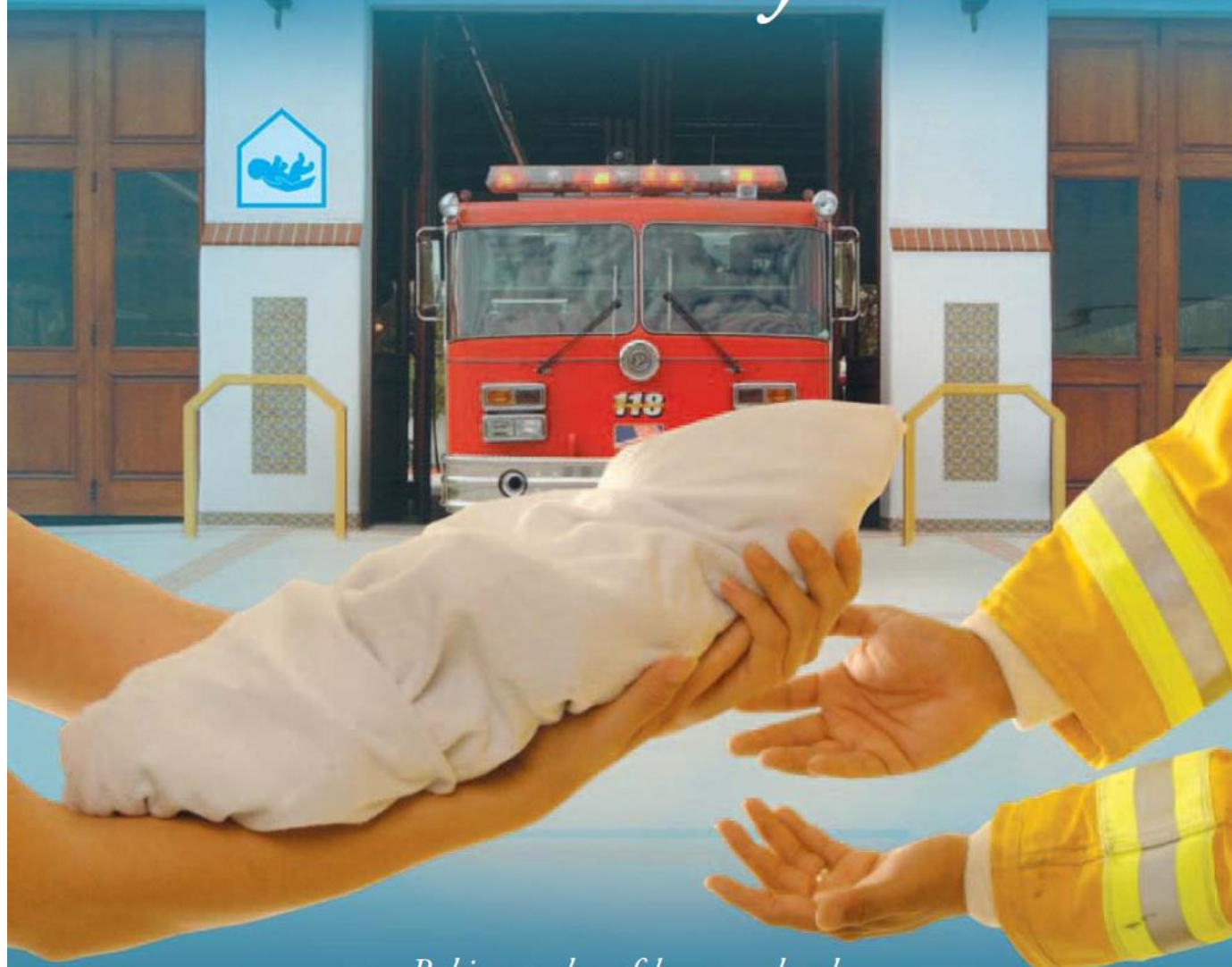
How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)
Cat. No. 205991

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?

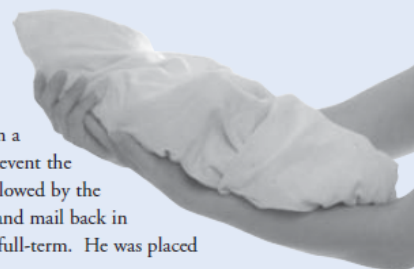
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.babysafela.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?

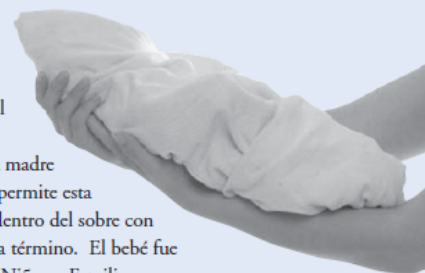
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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.



BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Bidder on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Bidders who engage in charitable contributions activities. Each Bidder, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit11).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
 - B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
 - C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
 - D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
 - E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
 - F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
 - G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)
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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
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Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
 - B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
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Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

- C. For 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:
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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)
