



# **DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

## **INVITATION FOR BIDS (IFB) FOR SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES**

**(IFB #22-0064)**

**December 2023**

**Prepared By  
County of Los Angeles  
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## APPENDICES

- A Contract:** Identifies the terms and conditions of the Contract.
- B Required Forms and Documents:** Forms and documents contained in this section must be completed and included in the Bid.
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Department requesting a Solicitation Requirements Review.
- D 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.
- E Sample Format to Submit Written Questions:** This form is used to submit written questions.
- F Specimen Collection and Alcohol Testing Services Data:** Data from January 2022 to June 2023.



## **PREAMBLE**

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

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring services, and empower people through knowledge and information. This philosophy of service excellence 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: 1) Make Investments that Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **MISSION STATEMENT**

**The Department of Children and Family Services (DCFS) Vision, Mission, and Values are as follows:**

- Vision: Children thrive in safe families and supportive communities.
- Mission: DCFS practices a uniform service delivery model that measurably improves: Child safety, Permanency, and Access to effective and caring services.
- Values: Cultural Sensitivity, Leadership, Accountability, Integrity, and Responsiveness.

## 1.0 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

<b>IFB Release Date</b>	December 6, 2023
<b>IFB Contact</b>	<a href="mailto:DAATS@dcfs.lacounty.gov">DAATS@dcfs.lacounty.gov</a> and Tanya Gharibian <a href="mailto:Gharit@dcfs.lacounty.gov">Gharit@dcfs.lacounty.gov</a>
<b>Request for a Solicitation Requirements Review Due by Email</b>	December 20, 2023 by Noon (12 pm Pacific Standard Time (PST))
<b>Mandatory Bidder's Conference</b>	January 17, 2024 at 10 am PST
<b>Written Questions Due by Email</b>	January 17, 2024
<b>Questions and Answers Released via Addendum on or Around</b>	February 28, 2024
<b>Bids Due</b>	U.S. Mail or Courier Service Submissions must be received by DCFS Headquarters by July 8, 2024
	Only Hand-Delivered Bid Submissions will be accepted by DCFS Staff at the Bid Opening, which will be held at the DCFS Torrance Office. Hand-Delivered Bids must be received by 10:00 am PST on July 10, 2023.
<b>Bids Opening</b>	July 10, 2024 at 10:00 am PST
<b>Anticipated Contract Term</b>	July 1, 2025 – June 30, 2028
<b>Minimum Mandatory Requirements</b>	Please see Section 3, Minimum Mandatory Requirements

## 2.0 GENERAL INFORMATION

### 2.1 Purpose

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

Drug and alcohol testing through urine sample collection, as well as other methods, is required where parents, legal guardians, relative caregivers, or other out-of-home caregivers of children receiving DCFS services are suspected of drug or alcohol abuse.

Drug and alcohol testing is one of the methods used by DCFS to assess if out-of-home placement of children is necessary and/or to facilitate the reunification of children who have been placed in out-of-home care. Drug and alcohol testing is not the sole determinant of DCFS case decisions and recommendations to Children's Court.

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

### 2.2 Overview of Solicitation Document

This Invitation for Bids (IFB):

**2.2.1** Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.

**2.2.2** Contains instructions to Bidders on how to prepare and submit their Bid.

**2.2.3** Explains how the Bids will be reviewed and selected.

**2.2.4** The following Appendices are included in the IFB:

- A Contract:** Identifies the terms and conditions of the Contract.
- B Required Forms and Documents:** Forms and documents contained in this section must be completed and included in the Bid.
- C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to department requesting a Solicitation Requirements Review.
- D 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.

- E Sample Format to Submit Written Questions:** This document is used to submit written questions.
- F Specimen Collection and Alcohol Testing Services Data:** Data from Month January 2022 to June 2023.

## **2.3 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 (Contract), Paragraph 2 (Definitions).

Definitions of general terms can be found in Appendix A, Contract, Section 2.0 Definitions, and Section 3.0 Definition, in the Statement of Work (SOW).

## **2.4 Anticipated Contract Term**

**2.4.1** The term of this Contract is anticipated to commence on **July 1, 2025** or the date of execution by the Director of the Department of Children and Family Services (DCFS), whichever is later through **June 30, 2026** with two optional one-year extensions through **June 30, 2028**, as follows, unless terminated earlier or extended, in whole or in part, as provided in this Contract. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the Contractor:

**2.4.1.1** Extension Option One: **July 1, 2026** through **June 30, 2027**.

**2.4.1.2** Extension Option Two: **July 1, 2027** through **June 30, 2028**.

**2.4.2** The County shall have the option to extend for additional years as necessary with approval of the State of California Department of Social Services (CDSS). Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor.

**2.4.3** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will 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 will stop work immediately upon receipt of such written stop work notice.

**2.4.4** Contractor shall notify County when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor will send written notification to the County Program Manager at the address herein provided in Exhibit D, County's Administration.

**2.4.5** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the contract

term for a period not to exceed six (6) months beyond the expiration date listed on 2.4.1 above, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **2.5 Contract Rates**

The Contractor's rates will remain firm and fixed for the term of the Contract.

County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor for the services set forth in accordance with the Appendix A, Contract, Section 5.5, Invoices and Payments and Statement of Work. If the County does not approve work in writing no payment will be due to the Contractor for that work.

The County does not guarantee any minimum number of tests.

## **2.6 Days of Operation**

The Contractor will be required to provide Specimen Collection and Drug and Alcohol Testing Services as specified in Appendix A, Contract and Statement of Work Section 7.0 Collection Sites and Section 8.0 Hours of Operation.

## **2.7 Indemnification and Insurance**

Contractor will be required to comply with the indemnification provisions contained in Appendix A (Contract), Paragraph 8.23 (Indemnification). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Contract), Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage).

## **3.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Exhibit A (SOW and Exhibits) of Appendix A (Contract), are invited to submit bids, provided they meet the following mandatory requirements at the time of bid submission.

- 3.1** 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.

- 3.2** 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.
- 3.3** Bidder must be able to demonstrate capability to deliver technical system requirements as stated in Appendix B, SOW, Section 6.7 - Secured Web-Based Referral System.
- 3.3.1** 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.
- 3.3.2** 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. Should be 24/7 every calendar day). Every fifteen minutes will be flexible (more or less) due to the transaction's processing time and performance.
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) and should comply with the County, and departmental data transfer security guidelines.
- 3.4** Bidder must be able to provide a reliable/scalable 24/7 web-based system for drug test results as stated in Appendix B, SOW, Section 16.1 – Test Results.
- 3.4.1** 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. (Should be 24/7 every calendar day)
- 3.5** If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs 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 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.

- 3.6** Bidders must not have any unresolved noncompliance or performance issue(s) listed in the Contract Alert Reporting Database (CARD) or any unresolved findings reflecting past performance history related to any County, State, federal, or out of-state government contracts. Bidder (Prospective Contractor) must disclose any such non-compliance findings that can be construed as being unresolved in Appendix B, Required Forms, Form 20, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties.
- 3.7** Bidders must be Systems and Organization Controls 2 (SOC II) Certified and provide a copy of valid SOC II Certification.
- 3.8** Bid must be submitted by the bid due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

#### **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

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. The County may only award one contract or cancel solicitation without awarding a contract to one or more qualified, responsive and responsible Bidders.

##### **4.1 County's Right to Amend Invitation for Bids (IFB)**

The County has the right to amend the IFB by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this IFB. 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 the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

- 4.1.1** 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/>. This addendum will become a part of the IFB and the County reserves the right to issue more than one addendum. The 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 the County.

##### **4.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board 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 the 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.

#### **4.3 County Option to Reject Bids**

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

#### **4.4 Background and Security Investigations**

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

### **5.0 NOTIFICATION TO BIDDERS**

#### **5.1 Public Records Act**

**5.1.1** Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's bid will become a matter of public record when (1) contract negotiations are complete; (2) the 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) the 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 ([Services Contract Solicitation Protest](#)).

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."

**5.1.2** The County will 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 will 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.

## **5.2 Contact with County Personnel**

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

### **Specimen Collection and Drug and Alcohol Testing Services**

**IFB Email Address:** [DAATS@dcfs.lacounty.gov](mailto:DAATS@dcfs.lacounty.gov)

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

## **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to contract award, all potential Contractors must register in the 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 the County's home page at <http://camisvr.co.la.ca.us/webven/>.

## **5.4 Protest Process**

**5.4.1** 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 5.4.3 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.

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

### **5.4.3 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:

**5.4.3.1** Review of Solicitation Requirements (Reference Paragraph 9.1)

**5.4.3.2** Review of a Disqualified Bid (Reference Paragraph 9.2)

**5.4.3.3** Review of Department's Proposed Contractor Selection (Reference Paragraph 9.3)

## **5.5 Conflict of Interest**

No County employee whose position in the 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, will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder must certify that they are is aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit S (Contractor Certificate of Compliance Form) of Appendix B (Required Forms).

## **5.6 Determination of Bidder Responsibility**

**5.6.1** A responsible Bidder is a Bidder 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 Bidders.

**5.6.2** Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the 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 will not be the basis of a determination that the Bidder is not responsible.

**5.6.3** The County may declare a Bidder to be non-responsible for purposes of this contract if the Board, in its discretion, finds that the Bidder 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 Bidder'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 omission 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.

- 5.6.4** If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board that the Bidder be found not responsible. The Department will 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.
- 5.6.5** If the Bidder presents evidence in rebuttal to the Department, the Department will 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 will reside with the Board of Supervisors.
- 5.6.6** These terms will also apply to proposed Subcontractors of Bidders on County contracts.
- 5.6.7** 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.
- 5.6.8** County will: 1) contact Bidder's clients references on Required Form 7, Bidder's List of References, for feedback regarding Bidder's current and past performance; 2) review information provided on Required Form 19 (Bidder's List of Contracts) and Required Form 4 (Bidder's Debarment History and List of Terminated Contracts); 3) review of information provided on Required Form 20 (Bidder Involvement in Litigation or Contract Compliance Difficulties) and 4) review County Contract Database and Contractor Alert Reporting Database records to determine if a Bidder has the ability to comply with the proposed delivery

or performance schedule specified in Appendix A (Contract), Exhibit A (SOW).

- 5.6.9** County will review the Bid and performance record to determine whether a Bidder has a record of unsatisfactory performance, lack of integrity or poor business ethics.
- 5.6.10** County will review the Bid and performance record to determine if a Bidder is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

## **5.7 Determination of Bidder's Responsiveness**

- 5.7.1** Pursuant to the California Department of Social Services (CDSS) Manual, Section 23-601.25, a "Responsive Bidder" means one whose proposal substantially complies with all requirements of this IFB.
- 5.7.2** County will review and evaluate each Bid to determine if the Bidder meets the Minimum Requirements. Bidders who do not meet the Minimum Requirements may be disqualified and their Bid eliminated from any further consideration.
- 5.7.3** County will evaluate each Bid submitted to determine if the Bidder complies with the IFB format and submission requirements set forth in this IFB. The County, at its sole discretion, may accept a Bid that substantially complies with the requirements in this IFB.

## **5.8 Bidder Debarment**

- 5.8.1** The Bidder is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the 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 the County may terminate any or all of the Bidder's existing contracts with County, if the Board finds, in its discretion, that the Bidder 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 Bidder'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. These terms will also apply to proposed subcontractors of proposers on County contracts.

- 5.8.2** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **5.9 Improper Considerations**

### **5.9.1 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 the County's consideration of the Bidder's submission. A Bidder must 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.

### **5.9.2 Notification to County**

A Bidder must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made either to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

### **5.9.3 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.

## **5.10 County Lobbyist Ordinance**

The County 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](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

## **5.11 Consideration of GAIN/START Participants for Employment**

**5.11.1** As a threshold requirement for consideration for contract award, Bidders must 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 must attest to a willingness to consider GAIN/START participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders must attest to a willingness to provide employed GAIN/START participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**5.11.2** Bidders who are unable to meet this requirement will not be considered for contract award. Bidders must complete and return Exhibit S (Contractor Certificate of Compliance Form) of Appendix B (Required Forms), along with their Bid.

## **5.12 Jury Service Program**

**5.12.1** 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 review the Jury Service Ordinance and Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Contract), 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.

**5.12.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit S (Contractor Certificate of Compliance Form) of Appendix B (Required Forms). 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 the Contractor must so indicate in Exhibit S (Contractor Certificate of Compliance Form) of Appendix B (Required Forms), 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 the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

### **5.13 Pending Acquisitions/Mergers by Bidding Company**

The Bidder must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder 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. This information must be provided by the Bidder in Exhibit S, (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Bidder to provide this information may eliminate its bid from any further consideration. Bidder will have a continuing obligation to notify the County and update any changes to its response in Exhibit S (Organization Questionnaire/Affidavit) during the solicitation.

### **5.14 Charitable Contributions Compliance**

**5.14.1** 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 D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting 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) also have specific audit requirements.

**5.14.2** 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, Exhibit S (Contractor Certificate of Compliance Form) in Appendix B (Required Forms) certifying 1) they do not currently 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 2) 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. A completed Exhibit S (Contractor Certificate of Compliance Form) is a required part of any agreement with the County.

- 5.14.3** Prospective County contractors that do not complete Exhibit S (Contractor Certificate of Compliance Form) part of the solicitation process may, in the 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](#)).

## **5.15 Defaulted Property Tax Reduction Program**

- 5.15.1** 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 reference the pertinent provisions in Paragraphs 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.51 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Contract), 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.
- 5.15.2** Bidders will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit S (Contractor Certificate of Compliance Form) in Appendix B (Required Forms and Documents). 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](#)).
- 5.15.3** Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

## **5.16 County's Commitment to Zero Tolerance Policy on Human Trafficking**

- 5.16.1** 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.

- 5.16.2** Contractors are required to complete Exhibit S (Contractor Certificate of Compliance Form) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

#### **5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

- 5.17.1** 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must 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.
- 5.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.17.4** 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), will decide whether to approve exemption requests.

#### **5.18 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

- 5.18.1** 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 the County to comply with fair chance

employment hiring practices set forth in [California Government Code Section 12952](#).

- 5.18.2** Contractors are required to complete Exhibit S (Contractor Certificate of Compliance Form) in Appendix B (Required Forms and Documents), certifying that they, and their subcontractors are in full compliance with [Section 12952](#), as indicated in the Contract. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

## **5.19 Contractor Alert Reporting Database**

- 5.19.1** The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

- 5.19.2** The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the [Los Angeles County Code Chapter 2.202](#), and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

## **5.20 Prohibition from Participation in Future Solicitation(s)**

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

## **5.21 Community Business Enterprise (CBE) Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Bidder's CBE participation must be reflected in Exhibit S (Community Business Enterprise (CBE) Information) Form 6 in Appendix B (Required Forms).

All Bidders must document efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The Bidder must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Bidder's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms e-mail the request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

- 5.22** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Bidder's response to this IFB, Bidder must submit a certification, as set forth in Exhibit S (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a bid response to this IFB identify prospective Subcontractors, or should Bidder intend to use Subcontractors in the provision of services under any subsequent Contract, Bidder must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently

suspended, debarred, ineligible, or excluded from securing federally funded contracts.

**5.22.1** Failure to provide the required certification may eliminate Bidder's response to IFB from consideration.

**5.22.2** In the event that Bidder and/or its Subcontractor(s) is or are unable to provide the required certification, Bidder instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Bidder's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Bidder and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this IFB.

The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the Bid response to this IFB is appropriate under the federal law.

## **5.23 Consideration of Former Foster Youth for Employment**

Should the Contractor require additional or replacement personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Appendix A (Contract).

## **5.24 Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard**

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

**5.24.2** Bidders shall be required to complete Required Form 24 in Appendix B (Required Forms and Documents), 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.

**5.24.3** Bidders use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI or MI shall be disclosed

by Form 25 in Appendix B (Required Forms and Documents) 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.

#### **5.24.4 Encryption Standards**

##### **5.24.4.1 Stored Data**

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb devices, external hard drives) require encryption (i.e. software 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.

##### **5.24.4.2 Transmitted Data**

All transmitted (e.g. network) County PI, PHI 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.

#### **5.24.4.3 Certification**

The 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 the Contractor to comply with any of the provisions of this Sub-Section 9.24 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

#### **5.25 Mandatory Requirement to Register On Federal System for Award Management**

Contractor represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://sam.gov/content/home>. 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 B (Required Forms and Documents).

### **6.0 COUNTY'S PREFERENCE PROGRAMS**

#### **6.1 Overview of County's Preference Programs**

**6.1.1** The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

**6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a

solicitation. This program and how to obtain certification are further explained in paragraph 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs' (DCBA) website at: <http://dcba.lacounty.gov>.

**6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

**6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

## **6.2 Local Small Business Enterprise (LSBE) Preference Program**

**6.2.1** The County will give LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204.030D.2 of the Los Angeles County Code](#).

**6.2.2** The business must be certified by DCBA prior to requesting the LSBE Preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>

**6.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit S (Request for Preference Consideration) in Appendix B (Required Forms), and submit their LSBE certification approval letter ("Certification for Federally Funded Solicitations") from the DCBA with their bid.

## **6.3 Social Enterprise (SE) Preference Program**

**6.3.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations subject to the federal restriction on geographical preferences, consistent with Chapter 2.205 of the Los Angeles County Code.

**6.3.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**6.3.3** Businesses requesting the SE preference, must complete and submit Exhibit S (Request for Preference Consideration) in Appendix B (Required Forms), and submit their SE certification approval letter

("Certification for Federally Funded Solicitations") from the DCBA with their bid.

#### **6.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**6.4.1** The County will apply the DVBE 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](#).

**6.4.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**6.4.3** Businesses requesting the DVBE preference must complete and submit Required Form 3 (Request for Preference Consideration) in Appendix B (Required Forms and Documents) and submit a letter of certification from the DCBA with their bid.

#### **6.5 Preference Program Enterprises (PPEs) - Prompt Payment Program**

It is the intent of the County that Certified Preference Program Enterprises (PPEs) receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

### **7.0 INVITATION FOR BIDS (IFB) REQUIREMENTS**

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

#### **7.1 County Responsibility**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

#### **7.2 Truth and Accuracy of Representations**

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



### 7.3 Bidders' Questions

- 7.3.1** Bidders may submit written questions regarding this IFB by email to: [DAATS@dcfs.lacounty.gov](mailto:DAATS@dcfs.lacounty.gov). All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). Questions will not be accepted after the due date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.
- 7.3.2** When submitting questions please specify the IFB part and section number, paragraph number, page number, and quote the passage that prompted the question. This will ensure that the questions can be quickly found in the IFB.
- 7.3.3** A sample format to use for submitting question is provided in Appendix E: Sample Format to Submit Written Question (Bidders may duplicate the format provided in Appendix E). COUNTY reserves the right to group similar questions when providing answers.
- 7.3.4** All questions, without identifying the submitting Bidder, 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/>.

### 7.4 Mandatory Bidders' Conference

- 7.4.1** A Mandatory Bidders Conference will be held to discuss the IFB. County staff will respond to questions from potential Bidders. The Mandatory Bidder's Conference is scheduled as follows:

**Date:** January 17, 2024

**Time:** 10:00 a.m. Pacific Standard Time (PST)

**Location:**

Department of Children and Family Services, Torrance Regional Office  
2325 Crenshaw Blvd., Conference Room A/B,  
Torrance, CA 90501  
(The conference room is accessible from the lobby)

**Parking:** Parking Lots are located in front and on the side of the building.

**All guests must check in at the front desk in the lobby.**

- 7.4.2** All Bidders must attend the Mandatory Bidder's Conference in order to submit a bid. Bids received from Bidder(s) who did not attend the Mandatory Bidder's Conference may be returned to the sender unopened, at the County's discretion.

## **7.5 Preparation of the Bid**

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

- The original bid and one (1) copy must be typewritten or word processed on 8-1/2" X 11" white bond paper.
- The original bid and one (1) copy must be securely bound in a three-ring binder. Original bid and copy that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.
- The original bid and copy's cover binders must state the title of the IFB, IFB number (IFB #22-0064) and the name of your organization. The original bid's cover must be clearly marked "original".
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section must be specifically labeled and in the order listed subsection 7.7.1 below.

- 7.5.2** A Contract is provided as Appendix A for your information and review. It is recommended that Bidders have the Contract reviewed by their legal counsel. The Bidder is **NOT** to complete or submit the Contract with their bid.

- 7.5.3** County is not responsible for any costs or other liabilities associated with the preparation, delivery or submission of any bid in response to this IFB.

- 7.5.4** 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 the judgment shall be final.

- 7.5.5** Bidder must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Bidder shall include all required forms, documents, and attachments with its sealed bid, the contents and sequence of which must be as listed in the following subsections.

## **7.6 Bid Format**

The content and sequence of the Bid must be as follows:

### **7.6.1 Transmittal Letter (Insert)**

The Bid must contain a transmittal letter that is no more than five (5) pages, and typed/printed on the Bidder's official letterhead and signed by authorized representative to bind the Contract, and include the following in the order listed:

- 1) Title of IFB and date;
- 2) The exact business name and legal business status (i.e., partnership, corporation, etc.) of the Bidder, as indicated in Appendix B (Required Form 1) of the Bid;
- 3) A brief introduction of the Bidder and its organization;
- 4) Summary of relevant background information to demonstrate their capability to perform the required services detailed in Appendix A (Contract);
- 5) Description of how the Bidder's agency meets each of the minimum requirements as detailed in IFB Section 3, Bidder's Minimum Requirements; and
- 6) 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 the County and the Bidder.

### **7.6.2 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.

### **7.6.3 Section A: Appendix B: Required Forms and Documents:**

The person signing the forms must be authorized to sign on behalf of the Bidder and to bind the applicant in a contract.

**Form 1 Bidder's Organization Questionnaire/Affidavit (Exhibit S)**

Bidder must complete this form

**Form 2 Contractor Certificate of Compliance Form (Exhibit S)**

Bidder must complete this form

**Form 3 Request for Preference Consideration (Exhibit S)**

Bidder must complete and submit this form with their Bid regardless of whether they qualify for a Preference Program. Bidders who qualify for a Preference Program must complete this form and attach the required documents to show proof of qualification and to receive credit.

**Form 4 Debarment History and List of Terminated Contracts (Exhibit S)**

Bidder must complete this form.

Contracts terminated within the past three years must be listed separately with a reason for termination, including details of any failure or refusal of Bidder to complete a contract.

**Form 5 Community Business Enterprise (CBE) Information (Exhibit S)**

Bidder must complete and submit this form with their Bid regardless of whether they qualify for the Small Business Enterprise program.

Bidders who qualify for the Small Business Enterprise must complete this form and attach the required documents to show proof of qualification and to receive credit.

**Form 6 Minimum Requirements**

Bidder must complete this form.

**Form 7 Bidder's List of References**

Bidder must provide five (5) references where the same or similar scope of services were provided to demonstrate that the Bidder meets the Minimum Mandatory Requirements

identified in Paragraph 3.0 of this IFB . Bidder may provide five (5) additional references in the event that a reference is non-responsive. Additionally, Bidder must include all public entities contracts for the last five (5) years where the same of similar scope of services was provided. Bidder's completed Required Form 7 (List of References), in Appendix B (Required Forms) must be provided. Bidder may use additional sheets, if necessary.

It is the Bidder's sole responsibility to ensure that information provided for each reference is accurate.

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.

#### **Form 8 Bid Price/Pricing Schedule (Exhibit B)**

Bidder must complete, sign and date this form.

The Bid Price must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract.

#### **Form 9 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Exhibit S)**

#### **Form 10 Declaration (Exhibit S)**

Bidder must complete, sign and date this form to declare that the information submitted in exhibits 1-10 is true and correct.

#### **Form 11 Board of Director's Resolution**

Bidder must complete and submit a Board of Director's Resolution identifying the individuals authorized to bind Bidder if its organization is a corporation, Limited Liability Company (LLC), or partnership.

### **Form 12 List of Current Members of Board of Directors/Corporate Officers**

Bidder must:

- 1) Provide a list of names of the current members of its Board of Directors.
- 2) Identify its board members who sit on other boards and those agencies.
- 3) Identify any of its board members who are also employees of the County of Los Angeles.
- 4) Identify Bidder's business partners and associates from the last five years.

### **Form 13 List of Business Partners or Associates within the Past Five (5) Years**

Bidder must provide a list of names of persons with whom they have associated in business as partners or business associates. Partners are defined as person(s) who joins with Bidder to own and operate a business and who are personally liable for the business' debts and obligations. Business associates are defined as person(s) performing and/or assisting Bidder with a function or activity for receipt of returns such as monetary payments. Bidder must list all associations within the past five years of date of Bid submission.

### **Form 14 Certification of Ownership and Financial Interest**

Bidder must complete, sign and date the Certification of Ownership and financial Interest Form.

### **Form 15 Contractor's Administration (Exhibit E)**

Bidder must complete, sign and date this form.

### **Form 16 List of Proposed Subcontractors**

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 this Form

### **Form 17 Revenue Disclosure**

Bidder must complete the Revenue Disclosure Form indicating all such income and sources.

### **Form 18 List of Bidder's Commitments**

Bidder must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder's ability to perform the contract. If Bidder has no commitments, Bidder shall so state.

### **Form 19 List of Contracts**

The listing must include all contracts (active/completed) for the last five years, showing year, type of services, dollar amount of services provided, location and contracting agency. 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.

### **Form 20 Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties**

The County will conduct a review of Bidder's pending litigation and judgments. Bidder must 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. Additionally, Bidder must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder.

### **Form 21 EEO Certification (Exhibit L)**

Bidder must comply with EEO laws, regulations and policies and complete, sign and date.

### **Form 22A Contractor Acknowledgement and Confidentiality Agreement (Exhibit F-1)**

### **Form 22B Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit F-2)**

### **Form 22C Contractor Non-Employee Acknowledgement and Confidentiality Agreement (Exhibit F-3)**

Bidder must sign “Contractor’s Acknowledgment and Confidentiality Agreement” (Form 21A), have its employees sign the “Contractor Employee Acknowledgement and Confidentiality Agreement” (Form 21B) and have its non-employees and subcontractor nonemployees sign the “Contractor Non-Employee Acknowledgement and Confidentiality Agreement” (Form 21C). Once the employees are identified, the signed forms can be submitted before the work begins under this contract.

**Form 23 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions**

Bidder must certify that prices quoted herein have been determined independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

**Form 24 Offer to Perform and Acceptance of Terms and Conditions**

Bidder must complete and sign the Offer to Perform and Acceptance of Terms and Conditions. The County has the sole discretion to reject any Bid where the Bidder fails to accept the County’s terms and conditions specified in the IFB documents.

**Form 25 Compliance with Encryption Requirements (Exhibit O)**

Bidder must complete, sign and date this form.

**Form 26 Federal Debarment and Suspension Certification (Exhibit Q)**

Bidder must complete, sign and date this form.

**Form 27 Vendor Cyber Risk Assessment Questionnaires**

Bidder must complete and submit this form with their bid.



## 7.6.4 Section B: Appendix B: Required Forms and Documents (Inserts):

### 1. Business Entity Structure Documents

Bidder must 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. 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
  - The Bidder must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.
- General Partnership - Statement of Partnership Authority -GP-1
- Limited Liability Partnership - Registration of Limited Liability Partnership - LLP-1
- A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

### 2. Secretary of State Filings - Statement of Information

Bidder must submit its most current and accurate **certified original Statement of Information (SOI)** filed with the California Secretary of State. A conformed copy of the most recent "Statement of Information" 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. If Bidder is not a corporation or a limited liability company, insert a page with a statement that this section is not applicable.

### 3. Copies of Applicable Licenses, Certifications, and Permits

- Bidder must furnish a copy of all applicable licenses. Bidder must submit copies of the following:
- Permit/License to conduct business in the State of California; and

- Letter from the Internal Revenue Service in which Bidder is issued an Employer Identification Number.

#### **4. Bidder's Financial Capability**

Bidder must provide copies of the company's most current and prior two (2) fiscal years (for example 2019 and 2020), **a total of three (3) years, financial statements**. Financial statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statement are available, these should be submitted to meet this requirement. **Do not submit Income Tax Returns to meet this requirement.** Financial statements will be kept confidential if so stamped on each page.

#### **5. Line Item Budget and Budget Narrative**

Bidder must provide a detailed line item budget in accordance with its pricing schedule per unit of service cost (mileage, surcharge, administrative costs, etc.) on a yearly contract period of 12 months.

A sample has been provided in Appendix B (Required Forms and Documents) for your review. It is the Bidder's responsibility to include all necessary line items (cost elements) in the Line Item Budget. Line Item Budget shall include, but is not limited to: personnel (classification/payroll title), hourly wage, employee benefits (paid vacation, sick time, holiday, etc.), equipment needs, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, profit, etc.

Each Bid must have a Budget Narrative attached to the Line Item Budget providing a thorough and clear explanation of all projected line item and its budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. The budget and budget narrative will be made a part of the Contract with the selected Bidder.

## **6. Proof of Insurability**

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Contract), Section 8.0 (Standard Terms and Conditions) and 8.25 (Insurance Coverage). 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 awarded a Contract may be submitted with the Bid.

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.

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 of certification, 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.

Letters of Intent from insurance brokers will not be considered acceptable substitutes.

**(Prior to execution of the Contract, Bidder must be compliant with the Contract insurance requirements).**

## **7. Systems and Organization Controls 2 (SOC II) Certification**

Bidder must submit a copy of valid SOC II Certification with their bid.

### **7.6.5 Section C: Appendix B: Required Forms and Documents:**

The person signing the forms must be authorized to sign on behalf of the Bidder and to bind the applicant in a contract.

#### **Form 28 Last Page of Bid**

The last page of the Bid must list names of all joint ventures, partners, subcontractors or others having any right or interest in any resultant Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Bidder in a Contract.

## **7.7 Bid Submission**

- 7.7.1** The Bid shall contain all required forms, documents, letters, and statements with original signatures or may also be electronically signed using a secure method of the agency's choosing.

Please refer to Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements) for Bids submission deadlines.

- 7.7.2** The original Bid and One (1) copy 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 reference the solicitation as follows:

**“BID FOR SPECIMEN COLLECTION AND DRUG AND ALCOHOL  
TESTING SERVICES IFB #22-0064”**

**Bidder Name:** \_\_\_\_\_

**Bidder address:** \_\_\_\_\_

The following two options are available for Bid Submission:

- 7.7.3 Bids delivered to DCFS Headquarters prior to public opening by  
U.S. Mail or Courier Service**

The Bid and any related information must be delivered or mailed and received at:

**Department of Children and Family Services (DCFS) Headquarter  
Contracts Administration Division**

**Attention: Specimen Collection and Drug and Alcohol Testing  
Services  
Contract Analyst - Section Three**

**Address: 510 S. Vermont Avenue, 14th Floor Mail Room  
Los Angeles, California 90020**

**Date: Bids must be received by July 8, 2024**

- 7.7.4 Hand-Delivered Bid Submissions at the Bid Opening**

The Bid and any related information must be Hand-Delivered and received at the Bid Opening, which will be held on **Wednesday, July 10, 2024 at 10:00 am PST.**

**Department of Children and Family Services (DCFS)  
Torrance Regional Office**

**Address: 2325 Crenshaw Blvd., Conference Room A/B  
Torrance, CA 90501**

(The conference room is accessible from the lobby)

**Attention: Specimen Collection and Drug and Alcohol Testing  
Services Contract Analyst Section Three**

**Parking:** Parking Lots are located adjacent to the building.  
(All guests must check in at the front desk in the lobby)

- 7.7.5** Bidders must also include all confidential, proprietary and trade secret information redacted, as part of its bid submission. Bidders must specifically redact only those parts of the Business Bid that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the bid as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.
- 7.7.6** It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadlines. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail or other courier services. Any Bid received after the Bid Due dates and time, as listed in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements), will not be accepted and may be returned to the sender unopened, at the County's discretion. Timely hand-delivered Bids are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.
- 7.7.7** All Bids shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the last day to submit Bids.
- 7.7.8** 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.
- 7.7.9** **Each Bidder agrees to provide the County with an explanation of any information provided in its Bid, which the County, in its discretion, deems necessary for an accurate determination of the Bidder's qualifications to perform the required service.**
- 7.7.10** Bidder must respond only to this IFB as it is written. 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.

#### **7.7.11 LANGUAGE**

Everything constituting the Bid and all documents submitted in connection with the Bid shall be written in English.

#### **7.7.12 PRECAUTIONS REGARDING BID SUBMISSION**

**7.7.12.1** Any Bid that deviates from the format or the submission procedure may be rejected without review, at the County's sole discretion.

**7.7.12.2** Failure to submit the Bid by the required date may result in disqualification, at the County's sole discretion.

**7.7.12.3** A Bidder may be disqualified if on any previous Contract(s) with the County it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

### **8.0 SELECTION PROCESS OVERVIEW**

#### **8.1 Review Process**

The lowest price bid will be reviewed to determine whether it is responsive and responsible.

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. The review will include and is not be limited to verification of references submitted, a review of the Contractor Alert Reporting Database (CARD), past performance history on County contracts, the feasibility of the bid price quoted and a review of terminated contracts.

**8.1.1** Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted one of the preference programs listed in Section 6.0 of this IFB, the lowest Bid price will be determined as follows:

**8.1.2** Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost

submitted by all bidders who requested and were granted the preference.

- 8.1.3** Once the Bid Price/Pricing schedule has been calculated the Preference will be applied.
- 8.1.4** In no case will any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.
- 8.1.5** The Bid with the lowest price will then move to assessment, in accordance with Section 5.6, Determination of Bidder Responsibility and Section 5.7, Determination of Bidder's Responsiveness. 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.
- 8.1.6** 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.

## **8.2 Adherence to Minimum Requirements**

County will review the Bidder's submission, Appendix B (Required Forms) and determine if the Bidder meets the minimum requirements as outlined in Paragraph 3.0 of this IFB.

Failure of the Bidder to comply with the minimum mandatory requirements may eliminate its bid from any further consideration. The County may elect to waive any informality in a bid if the sum and substance of the bid is present.

## **8.3 Bid Opening**

A Bid Opening will be held to announce each Bidder's name and their Bid price. Attendance to the Bid Opening is optional. The Bid Opening is scheduled as follows:

**Date:** July 10, 2024

**Time:** 10:30 am Pacific Standard Time (PST)

**Location:**

Department of Children and Family Services, Torrance Regional Office  
2325 Crenshaw Blvd., Conference Room A/B,  
Torrance, CA 90501

(The conference room is accessible from the lobby)

**Parking:** Parking Lots are located in front and on the side of the building.

(All guests must check in at the front desk in the lobby)

**8.3.1** Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted one of the preference programs listed in Section 6 of this IFB, the lowest Bid price will be determined as follows:

**8.3.1.1** Fifteen percent (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 a preference.

**8.3.1.2** Once the Bid sheet has been calculated based on weighted categories, the Preference will be applied.

**8.3.1.3** The Bid with the lowest price will then move to assessment, in accordance with Section 5.6, Determination of Bidder Responsibility and Section 5.7, Determination of Bidder's Responsiveness. 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.

**8.3.1.4** 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 fifteen percent (15%) of the lowest responsible Bid meeting specifications.

#### **8.4 County Representation Disclaimer**

The 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.

#### **8.5 Notification of Award**

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

**8.5.2** The winning Bidder shall be prepared to enter into a contract with the County, which shall be substantially the same as the Appendix A, (Contract) included in the IFB.



- 8.5.3** Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.
- 8.5.4** The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 8.5.5** Any recommendation to award a 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 judgment and discretion concerning the selection of proposals and the terms of any resultant Contract.

## **8.6 Formal Approval of Contract**

- 8.6.1** Notwithstanding a recommendation of a department, agency, individual, or other, the County Board of Supervisors retains the right to exercise its Judgment concerning the selection of a Bid(s) and the terms of any resultant contract, and to determine which Bid best serves the interests of the County.
- 8.6.2** The County Board of Supervisors 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.
- 8.6.3** Acceptance or recommendation of a Bid(s) does not constitute formation of a contract. A contract can be created only by formal approval by the County Board of Supervisors and executed according to law.

## **8.7 Selection Process Disclaimer**

- 8.7.1** The 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.
- 8.7.2** County reserves the right to waive, in its sole discretion, any inconsequential disparities or disparities in a submitted Bid.
- 8.7.3** The failure of a Bidder to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.
- 8.7.4** 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, the 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 the County for further consideration. DCFS will select the lowest cost responsive Bid to be recommended for a contract.

## **8.8 Canceling the IFB Process After Opening**

The procurement process may be canceled after opening, but prior to award when the contracting officer determines that cancellation is in the best interest of the County for reason such as those listed below:

- 1) Inadequate, ambiguous, or otherwise deficient specifications were cited in the IFB.
- 2) The services are no longer required.
- 3) All otherwise acceptable Bids received are at unreasonable prices.
- 4) The Bids or proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- 5) The Bids received did not provide competition adequate to ensure reasonable prices in accordance with County resources or generally accepted prices.
- 6) No Bid is received which meets the minimum requirements of the IFB.
- 7) The County determines after analysis of the Bid, that its needs can be satisfied by a less expensive method.

All Bidders shall be notified in writing of the specific reasons when a County rejects all Bids.

## **9.0 PROTEST PROCESS OVERVIEW**

### **9.1 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Solicitation Requirements Review (SRR) Request) to the Department conducting the solicitation. A request for a SRR may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

- 9.1.1** The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document);
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a bid;
- 9.1.3** The request Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

**9.1.4** The request asserts either that:

**9.1.4.1** Application of the minimum mandatory requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

**9.1.4.2** Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The SRR will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date.

All requests for solicitation Requirements Review must be submitted by email to: [DAATS@dcfs.lacounty.gov](mailto:DAATS@dcfs.lacounty.gov).

## **9.2 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 will notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, 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:

**9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

**9.2.2** 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 must be completed and the determination will be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

### **9.3 Proposed Contractor Selection Review (PCSR)**

Any Bidder that has timely submitted a notice of its intent to request a PCSR as described in this Paragraph may submit a written request for a PCSR, in the manner and timeframe as will be specified by the department.

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

- 9.3.1** The request for a PCSR is submitted timely (i.e., by the date and time specified by the department);
- 9.3.2** The person or entity requesting a PCSR asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - 9.3.2.1** The department materially failed to follow procedures specified in its solicitation document. This includes:
    - 1) Failure to correctly apply the standards for reviewing the bid format requirements.
    - 2) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
    - 3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - 9.3.2.2** 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.
  - 9.3.2.3** Another basis for review as provided by state or federal law.
- 9.3.3** The request for a PCSR 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 PCSR, the department representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a PCSR, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review see Paragraph 9.4 below.

#### **9.4 County Independent Review**

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

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

- 9.4.1** The request for a CIR is submitted timely (i.e., by the date and time specified by the Department); and
- 9.4.2** The person or entity requesting the CIR has limited the request to items raised in the PCSR as listed in Paragraph 9.3 (Proposed Contractor Selection Review) above.

Upon completion of the CIR, Internal Services Department will forward the report to the Department, which will provide a copy to the Bidder.

**APPENDIX A**

**(IFB CONTRACT)**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**SPECIMEN COLLECTION AND DRUG AND ALCOHOL  
TESTING SERVICES**

**CONTRACT NUMBER: \_\_\_\_\_**

**\_\_\_\_\_ 2025**

**CFDA #: \_\_\_\_\_**

<b>RECITALS .....</b>	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS.....</b>	<b>2</b>
<b>2.0 DEFINITIONS.....</b>	<b>2</b>
<b>3.0 WORK.....</b>	<b>4</b>
<b>4.0 TERM OF CONTRACT .....</b>	<b>4</b>
<b>5.0 CONTRACT SUM .....</b>	<b>5</b>
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  - A-3 Department of Children and Family Services Forms for Specimen Collection and Drug And Alcohol Testing Services
  - A-4 Listing of 20 Designated Zip Codes Areas for Collection Sites Monday – Friday
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  - A-6 Listing of Los Angeles County DCFS Regional Offices by SPA
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  - A-8 Sample of Vendor Invoice
  - A-9 Law Enforcement Phonetic Alphabet
- B Bid Price/Pricing Schedule
- C Line Item Budget and Budget Narrative
- D County’s Administration
- E Contractor’s Administration
- F Forms Required at the Time of Contract Execution
  - F-1 Contractor Acknowledgement and Confidentiality Agreement
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  - F-3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law
- H Intentionally Omitted
- I Intentionally Omitted
- J Charitable Contributions Certification
- K Information Security and Privacy Requirements
- L Equal Employment Opportunity (EEO) Certification
- M-1 Auditor – Controller Contract Accounting and Administration Handbook
- M-2 OMB A-122:  
<https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>
- M-3 45 CFR 74.27:  
<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>
- N Federal Award Information (2CFR 200.331)

- O Compliance with Encryption Requirements
- P Copies of Applicable Licenses, Certifications, and Permits
- Q Federal Debarment and Suspension Certification
- R Internal Revenue Notice 1015
- S Contractor Certificate of Compliance Forms

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

**FOR**

**SPECIMENT COLLECTION AND 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 Specimen Collection and Drug and Alcohol Testing Services when certain requirements are met; and

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

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract and Specimen Collection and 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 <https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.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 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority (1) Contract, (2) Exhibit A, Statement of Work (SOW), and (3) Exhibits.

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 Changes) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.

**2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

**2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

**2.1.4 Intentionally Omitted / County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

- 2.1.5 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County's Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County's Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.8 County's Program Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.16 Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County

- 2.1.17 County:** County of Los Angeles and includes the Department of Children and Family Services.
- 2.1.18 DCFS:** County's Department of Children and Family Services.
- 2.1.19 Participant:** Person who partakes of the services the Contractor is obligated to perform for County under this Contract.
- 2.1.20 Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.21 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 herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall commence on \_\_\_\_\_ or the date of execution by the Director of the Department of Children and Family Services (DCFS), whichever is later through \_\_\_\_\_ with two optional one-year extensions through \_\_\_\_\_, as follows, unless terminated earlier or extended, in whole or in part, as provided in this Contract. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the Contractor:
- 4.1.1** Extension Option One: \_\_\_\_\_ through \_\_\_\_\_.
- 4.1.2** Extension Option Two: \_\_\_\_\_ through \_\_\_\_\_.
- 4.2** The County shall have the option 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.
- 4.3** Contractor shall notify County 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 will send written notification to the County Program Manager at the address herein provided in Exhibit D (County's Administration).

- 4.4** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will 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 will stop work immediately upon receipt of such written stop work notice.
- 4.5** The term of this Contract may also be extended by the Director of DCFS or designee by written notice to the Contractor 60 days prior to the expiration of the Contract term for a period not to exceed six (6) months beyond the expiration date listed on 4.1 above, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **5.0 CONTRACT SUM**

- 5.1** The Total Contract Sum for this contract, including the two extension options is \$\_\_\_\_\_.
- 5.1.1** The Maximum Annual Contract Amount, effective \_\_\_\_\_ through \_\_\_\_\_ is \$\_\_\_\_\_.
- 5.1.2** The Maximum Annual Contract Amount for Extension One, effective \_\_\_\_\_ through \_\_\_\_\_ is \$\_\_\_\_\_.
- 5.1.3** The Maximum Annual Contract Amount for Extension Two, effective \_\_\_\_\_ through \_\_\_\_\_ is \$\_\_\_\_\_.
- 5.1.4** County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Total Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in Exhibit B, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.1.5** 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 person or 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 not occur except with the County's express prior written approval.

**5.1.6** Contractor has prepared and submitted to County a Line Item Budget and Budget Narrative, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by Contractor. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit C (Line Item Budget and Budget Narrative). Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Total Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

**5.1.7** Time is of the essence with regard to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

## **5.2 Written Approval for Reimbursement**

The Contractor will not 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 person or 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 not occur except with the County's express prior written approval.

## **5.3 Notification of 75% of Maximum Annual Contract Amount**

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 Maximum Annual Contract Amount allocated for each contract year as stated in sub-section 5.1.1 through 5.1.3 above. Upon occurrence of this event, the Contractor shall send written notification to the County Programs Manager identified on Exhibit D (County's Administration).

#### **5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor will have no claim against County for 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 it 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 will not constitute a waiver of County's right to recover such payment from the Contractor.

#### **5.5 Invoices and Payments**

**5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Exhibits) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

**5.5.2** Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall submit all invoices by the 15<sup>th</sup> calendar day of the month following the month of services. Any invoice submitted more than 15 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 30 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 30 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 30 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.

- 5.5.3** 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  
510 S. Vermont Ave.  
Los Angeles, CA 90020**

And a duplicate copy of the invoice to:

**County of Los Angeles  
Department of Children and Family Services  
Specimen Collection and Drug and Alcohol Testing Services  
County Program Manager  
5757 Wilshire Blvd, Suite 200  
Los Angeles, CA 90036  
Telephone: (323) 900-2349**

**5.5.4 County Approval of Invoices**

All invoices submitted by the Contractor for payment shall have the written approval of the County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.5 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

- 5.5.6** The Contractor's payments will be as provided in Exhibit B (Bid Price/Pricing Schedule), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

- 5.5.7** The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work and Exhibits) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.8** 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 Bid Price/Pricing Schedule (Exhibit B), 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.
- 5.5.9** Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Amount between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, and travel) of Contractor's approved Budget each Contract year. Contractor shall submit such Budget Modification to the County Program Manager. Budget Modification shall be signed and dated by Contractor's authorized representative.
- 5.5.9.1** Contractor shall request County's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Total Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.10** 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>
- 5.5.11** 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.

- 5.5.12** 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.
- 5.5.13** 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 Total 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.
- 5.5.14** Contractor shall not be paid for expenditures beyond the Total Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.
- 5.5.15** 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.
- 5.5.16** No Payment for Services Provided Following Expiration-Termination of Contract.
- 5.5.17** 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.

- 5.5.18** Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Amount each Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.

## **5.6 Intentionally Omitted**

## **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.7.1** 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2** 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.

- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

- 5.7.4** 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 shall 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), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

## **6.2 County's Program Director**

Responsibilities of the County's Program Director include:

- 6.2.1** Ensuring that the objectives of this Contract are met; and
- 6.2.2** Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.3 County's Program Manager (CPM)**

The responsibilities of the County's Program Manager include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- 6.3.3** Overseeing the day-to-day administration of this 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

## **6.4 Intentionally Omitted**

# **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change as they occur.

## **7.2 Contractor's Project Manager**

**7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change to Exhibit E (Contractor's Administration), as they occur.

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

### **7.2.3 Intentionally Omitted**

## **7.3 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.

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

**7.5.1** 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 shall be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

**7.5.2** 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.

**7.5.3** 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.

**7.5.4** These terms will also apply to subcontractors of County contractors.

**7.5.5** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**7.5.6** 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.

## **7.6 Confidentiality**

- 7.6.1** 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.
- 7.6.2** Contractor must 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.
- 7.6.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor shall sign and adhere to the provisions of Exhibit F-1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2

(Contractor Employee Acknowledgment and Confidentiality Agreement).

- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.6.7** Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.6.8** 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.
- 7.6.9** 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 Amendments and Changes**

- 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 and executed by the Contractor and by the Director of DCFS, or designee.
- 8.1.2** 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 Federal, State, or County Regulation change, County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of DCFS, or designee.

- 8.1.3** The Director of DCFS or 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 and executed by the Contractor and by and by the Director of DCFS, or designee.
- 8.1.4** For any other changes which do not have an effect 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.
- 8.1.5** For any change not covered by Sub-sections 8.1 or 8.2, 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.
- 8.1.6** The Director of DCFS or 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 and executed by the Contractor and by the Director of DCFS, or designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 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, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will 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

will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will 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 procedures for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's procedures 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 procedures, 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 procedures, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints within one (1) business day and notify the County's Contract Program Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will 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 Program 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.
- 8.6.2 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 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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.

**8.6.3** 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.

**8.6.4** 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).

**8.6.5** 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.

## **8.7 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 will, 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. Additionally, contractor certifies to the County:

**8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.

**8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- 8.7.4 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.

## **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](#).

### **8.8.2 Written Employee Jury Service Policy.**

- 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 will 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.
- For purposes of this 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 will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.



- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will 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.
- 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 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, will 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 will 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 Paragraph will be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County 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 must 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/START 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 Skill and Training to Achieve Readiness for Tomorrow (START) Program who meet 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/START participants, by job category, to Contractor. Contractor shall report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

**8.11.2** In the event that both laid-off County employees and GAIN/START 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 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**

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will 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.htm>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

**8.13 Contractor's Acknowledgement of County's Commitment to 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 G, 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:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

**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 will 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 will 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 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 Intentionally Omitted**

#### **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 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the

Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments and Changes) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

#### **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 will 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 shall be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 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 Governing Law, Jurisdiction, and Venue**

This Contract will 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 will be exclusively in the County.

## **8.22 Independent Contractor Status**

**8.22.1** 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.

**8.22.2** The Contractor will 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 will 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.

**8.22.3** 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 will 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.

**8.22.4** The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 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.

## **8.24 General Provisions for All Insurance Coverage**

**8.24.1** 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 Paragraphs 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.

### **8.24.2 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability and Sexual Misconduct Liability coverage policies, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty

thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be e-mailed to:

[ContractorInsurance@dcfs.lacounty.gov](mailto:ContractorInsurance@dcfs.lacounty.gov)

and the Contract Analyst

The subject of the e-mail shall read as follows:

**AGENCY NAME\_PROGRAM NAME\_CERTIFICATE OF INSURANCE**

Hard copies of the Insurance Certificate(s) will no longer be required.

- 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 Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**8.24.3 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 and Sexual Misconduct policies 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.

#### **8.24.4 Cancellation of or Change in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County will 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.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

#### **8.24.6 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.

#### **8.24.7 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.

#### **8.24.8 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.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will 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.

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 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.

#### **8.24.14 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.

#### **8.24.15 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.

### **8.25 Insurance Coverage**

**8.25.1 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

**8.25.2 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.

**8.25.3 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. 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. 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.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 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.

##### **8.25.4.2 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 \$3 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.

##### **8.25.4.3 Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining

computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

#### **8.25.4.4 Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$3 Million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### **8.26 Liquidated Damages**

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

**8.26.2** If the Department Head, or designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or designee, deems are correctable by the Contractor over a certain time span, the Department Head, or 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 designee may:

- 1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- 2) 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 as specified in the Exhibit A-1, Performance Requirements Summary (PRS) Chart, 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
- 3) 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.

**8.26.3** The action noted in Paragraph 8.26.2 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.

**8.26.4** This 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 Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 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.

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** 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, gender identity, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.28.2** Contractor certifies to the County each of the following:

- That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

**8.28.3** 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, gender identity, sexual orientation, 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.

**8.28.4** 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, gender identity, sexual orientation, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5** 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, gender identity, sexual orientation, 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.
- 8.28.6** 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 Paragraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 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.
- 8.28.8** 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.

## **8.29 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.

## **8.30 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.

#### **8.31 Notice of Disputes**

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

#### **8.32 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](#).

#### **8.33 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 G, Safely Surrendered Baby Law of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

#### **8.34 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 or electronic 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 Director or designee shall will have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.35 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.

### **8.36 Public Records Act**

**8.36.1** 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 Paragraph 8.38 (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 7921 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.

**8.36.2** 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.

### **8.37 Publicity**

**8.37.1** 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 Program Director. The County shall not unreasonably withhold written consent.

- 8.37.2** 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, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

**8.38 Record Retention and Inspection/Audit Settlement**

- 8.38.1** The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.4** 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.

### **8.39 Recycled 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.

### **8.40 Subcontracting**

**8.40.1** 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.

**8.40.2** 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.

**8.40.3** 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.

**8.40.4** 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.

- 8.40.5** 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.
- 8.40.6** 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. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** 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.
  - Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage, of this Contract, and
  - 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.
- 8.40.9** 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 the CPM

listed in Exhibit D (County's Administration), before any Subcontractor employee may perform any work hereunder.

**8.40.10** Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

**8.40.11** 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.

**8.40.12** 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 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 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 Paragraph 8.43 (Termination for Default and pursue debarment of the Contractor), pursuant to [County Code Chapter 2.202](#).

**8.42 Termination for Convenience**

**8.42.1** 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.

**8.42.2** 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.

**8.42.3** 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 Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

## **8.43 Termination for Default**

**8.43.1** 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 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.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, 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 Paragraph.

**8.43.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 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 shall 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 Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in sub-section 8.43.2, 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 8.43.2, 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.

**8.43.5.1** These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.23, Indemnification.

- 8.43.6** The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1** 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.
- 8.44.2** 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 or <https://fraud.lacounty.gov/>.
- 8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1** 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.

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

#### **8.46 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.

#### **8.47 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.

#### **8.48 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.

#### **8.49 Waiver**

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

## **8.50 Warranty Against Contingent Fees**

**8.50.1** 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.

**8.50.2** 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.

## **8.51 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](#).

## **8.52 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 Paragraph 8.51 (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 [Los Angeles County Code Chapter 2.206](#).

## **8.53 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](#).

#### **8.54 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.

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, shall comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 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.

#### **8.60 Intentionally Omitted**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Ownership of Materials, Software and Copyright**

**9.2.1** 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.

**9.2.2** 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.

- 9.2.3** 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, shall be specifically identified by the Contractor to the County's Contract Program 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.
- 9.2.4** 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.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

### **9.3 Patent, Copyright and Trade Secret Indemnification**

- 9.3.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:



- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

**9.3.3** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.4 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County shall receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

#### **9.5 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 Exhibit J (Charitable Contributions Certification), 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](#))

## **9.6 Local Small Business Enterprise (LSBE) Preference Program**

**9.6.1** This Contract is subject to the provisions of the County’s ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**9.6.2** The Contractor will 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 LSBE.

**9.6.3** The Contractor will 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 LSBE.

**9.6.4** If the Contractor has obtained certification as a LSBE 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, will:

- 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;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- 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 will 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.

## **9.7 Social Enterprise (SE) Preference Program**

- 9.7.1** 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](#).
- 9.7.2** Contractor must 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.
- 9.7.3** Contractor must 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.
- 9.7.4** 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 will:
- 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;
  - 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
  - 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 will 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.

## **9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**9.8.1** 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](#).

**9.8.2** Contractor must 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.

**9.8.3** Contractor must 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.

**9.8.4** 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 will:

- 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;
- 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
- 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 will 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.

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Compliance with County's Women in Technology Hiring Initiative**

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).

**9.13 Child Abuse Prevention Reporting**

**9.13.1** Contractor agrees that the safety of the child will always be the first priority. To ensure 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.

**9.13.2** 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:

**9.13.3** 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.

**9.13.4** 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.

**9.13.5** The assurance that all employees of Contractor and Sub-Contractor's understand that the safety of the child is always the first priority.

#### **9.14 Community Business Enterprises Program**

In accordance with County policy, Contractor has submitted a true and correct copy of the Certification Application, which is attached as Exhibit S, Contractor Certificate of Compliance Form.

#### **9.15 Conduct Of Program**

Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

#### **9.16 Contract Accounting and Financial Reporting**

**9.16.1** Contractor shall establish and maintain an accounting system including internal controls and financial reporting, and shall complete annual audited financial statements for each of the Contractor's Fiscal years, and shall submit a complete copy of those audited financial statements (including any Management Letters and Corrective Action Plan based on any finding or Auditor recommendations to the County within 30 days of completion. Contractor shall meet the minimum requirements for Contract Accounting as described in Exhibit M-1, Auditor-Controller Contract Accounting and Administration Handbook.

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

#### **9.17 Contractor Alert Reporting Database (CARD)**

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

#### **9.18 Contractor's Work**

**9.18.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables,

services and other work as more fully set forth in Exhibit A, Statement of Work.

- 9.18.2** 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.

## **9.19 Employee Benefits And Taxes**

- 9.19.1** Contractor shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 9.19.2** County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

## **9.20 Events of Default**

### **9.20.1 Default for Non-Performance**

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

- 9.20.1.1** Contractor has made a misrepresentation of any required element in the Bid submitted in response to the Invitation for Bids, if any; or
- 9.20.1.2** Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **9.20.2 Default for Insolvency**

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

- 9.20.2.1** Insolvency of Contractor. Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not,

and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

**9.20.2.2** The filing of a voluntary petition in bankruptcy;

**9.20.2.3** The appointment of a Receiver or Trustee for Contractor;

**9.20.2.4** The execution by Contractor of an assignment for the benefit of creditors.

**9.20.3 Other Events of Default**

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.

**9.21 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.

**9.22 Former Foster Youth Consideration**

**9.22.1** 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/START participants as described in, Sections 8.10 and 8.11, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

**County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Emancipation Services Division**



**3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036**

**9.22.2** The notice sent by Contractor shall 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).

**9.22.3** Contractor is exempt from the provisions of this Section if it is a governmental entity.

### **9.23 Mandatory Requirement To Register On County's WebVen**

Contractor represents and warrants that it has registered in the County's WebVen. Prior to a contract award, all potential Contractor's shall register in the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

### **9.24 Proprietary Rights**

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

**9.24.2** Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be

subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 9.24.3** Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 9.24.4** County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in section 8.36. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- 9.24.5** Notwithstanding any other provision of this Contract, County shall not be obligated in any way under sub-section 9.24.4 for:
  - 9.24.5.1** Any material, data and information not plainly and prominently marked with restrictive legends as set forth in sub-section 9.24.2;
  - 9.24.5.2** Any materials, data and information covered under sub-section 9.24.3; and
  - 9.24.5.3** Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 9.24.6** Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 9.24.7** Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure,

contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

- 9.24.8** The provisions of sub-sections 9.24.1, 9.24.2, and 9.24.3 shall survive the expiration or termination of this Contract.

## **9.25 Shred Document**

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

- 9.25.2** Documents for record and retention purposes in accordance with Section 8.38 (Record Retention and Inspection/Audit Settlement), of this Contract are to be maintained for a period of five (5) years.

## **9.26 Use of Funds**

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

## **9.27 Warranty Against Exclusion, Debarment or Suspension**

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

## **9.28 Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard**

- 9.28.1** 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).

**9.28.1.1** Stored Data. Contractor and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

**9.28.1.2** 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.

**9.28.1.3** Certification. The County shall 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 9.28 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

## **9.29 Mandatory Requirement to Register On Federal System for Award Management**

Contractor represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors shall register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. Contractor certifies that it 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 Exhibit Q, Federal Debarment and Suspension Certification.

## **9.30 Americans with Disabilities Act (ADA)**

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

## **9.31 Records and Investigations**

**9.31.1** Contractor shall be responsible for annual financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual financial audits, to be conducted by an independent audit firm and in accordance with both the Generally Accepted Accounting Principles (GAAP) and Government Auditing Standards (GAS) (Yellow Book) Within thirty (30) days after issuance of the audit reports, Contractor shall forward copies of such reports by email to:

Department of Children and Family Services  
Contracts Administration Division

Email: [CAD-Fiscal-Compliance@dcfs.lacounty.gov](mailto:CAD-Fiscal-Compliance@dcfs.lacounty.gov)

### **9.32 Federal Award Identification**

Title 2, Code of Federal Regulations (CFR) Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.331, requires the County, to provide Contractor's with the details of every federal award and sub-award, as referenced on Exhibit N, Federal Award Information.

Payment for this contract will be in accordance with contract Section 5.5 INVOICES AND PAYMENTS and funded utilizing \_\_\_\_% Federal, \_\_\_\_% State and \_\_\_\_% Local funds.

## **10. Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments and Changes
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity

Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES**

**CONTRACT NUMBER \_\_\_\_\_**

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. This Contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
BRANDON T. NICHOLS, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel



## EXHIBIT A - STATEMENT OF WORK



COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

SPECIMEN COLLECTION AND DRUG AND ALCOHOL  
TESTING SERVICES  
CONTRACT NUMBER \_\_\_\_\_

## STATEMENT OF WORK

### SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES

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## **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**

DCFS Mission Statement "The Los Angeles County Department of Children and Family Services promotes child safety and well-being by partnering with communities to strengthen families, keeping children at home whenever possible, and connecting them with stable, loving homes in times of need".

"We do the right thing: being honest, transparent, and accountable. We embrace the need for multiple perspectives where individual community differences are seen as strengths. We treat those we serve, and each other the way we want to be treated. We place our highest priority on meeting the needs of our customers."

"Equity sits at the center of everything we do and threads throughout all of our bodies of work. Thereby, we believe creating a culture of safety, equity, and community ensures improved service delivery and positive outcomes for children, youth, families, and the communities where they reside."

Drug and Alcohol testing through specimen collection is required when parents, primary caregivers or out of home caregivers of children receiving DCFS services are suspected of drug or alcohol abuse.

Contractor shall provide Specimen 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 Sites will engage in culturally and linguistically responsive services performed by sufficiently qualified individuals, to the extent possible, 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 a collected 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, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving (also known as Black Friday), and Christmas Day.
- 3.3 **Cancelled Test** – A test where a Chain of Custody form has already been printed for a specimen, but the test cannot be processed.
- 3.4 **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 sample analyses will be conducted.
- 3.5 **Chain of Custody** – Procedures to account for the integrity of each collected 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).
- 3.6 **Children's Social Worker (CSW)** – Social Workers employed by DCFS managing caseloads of children who are under the supervision and custody of DCFS.
- 3.7 **Client '800' Hotline Number** – A toll free number maintained by the Contractor where Contractor records a message in English and Spanish, Sundays through Thursdays after 7:00pm and before 7:30pm, starting with the day of the week, followed by the date, and the first letter of the last names of those clients who must report for testing (using Exhibit A-9, Law Enforcement Phonetic Alphabet) on which the samples will be collected. The hotline number will announce the letters for Random and Weekly testing in both English and Spanish.

- 3.8 **Client Website** – A website maintained by the Contractor that includes copies of all relevant forms related to Drug and Alcohol testing provided by DCFS, list of all collection sites with address, telephone number and hours of operation, a map showing all collection sites in relation to one another, and the Drug and Alcohol testing letters being called for the next day in both English and Spanish. The letters are to be updated Sundays through Thursdays after 7:00pm and before 7:30pm. All planned and unplanned collection site closures will be posted on the website. Planned closures are to be added one week before the closure date. Unplanned closures are to be added within 30 minutes of notification from the site.
- 3.9 **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 to be analyzed for the presence of drugs and/or alcohol. 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 collected samples to a certified drug-testing laboratory.
- 3.10 **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 the Contract Terms and Conditions and in this SOW.
- 3.11 **County** – DCFS on behalf of the County of Los Angeles and its Board of Supervisors, or representatives of the Los Angeles County Auditor-Controller.
- 3.12 **County Program Manager (CPM)** – 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.
- 3.13 **County Random Drug and Alcohol Testing Program** – Testing schedule whereby clients are selected to test on a randomly selected day 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 as well as a web page showing the Drug and Alcohol testing letters being called for the day, in both Spanish and English. The call in message system and website are to be maintained and recorded by the Contractor.
- 3.14 **Cut-off Level(s)** – The decision point or value used to establish and report a sample as negative, positive, adulterated, or invalid.
- 3.15 **D/L Isomer Test** – A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding, to be used on a case by case basis.

- 3.16 **Drug and Alcohol Testing** – A method of measuring the presence of drugs and alcohol in a person’s body through analysis of a collected specimen.
- 3.17 **EIA** – Enzyme Immunoassay is a procedure measuring antibodies to detect the analyte of interest and an enzyme linked to the antigen-antibody complex.
- 3.18 **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 a sample. It is used to eliminate “negative” samples from further consideration and to identify the presumptively positive samples that require confirmation or further testing.
- 3.19 **Ethyl glucuronide (EtG)** test is widely used to detect the presence in the sample of ethyl glucuronide, a breakdown product of ethanol, the intoxicating agent in alcohol. It can also screen for EtG in your blood, hair, and nails, but a urine test is the type most widely used.
- 3.20 **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.
- 3.21 **In County** – In County is any location inside the borders of the County of Los Angeles.
- 3.22 **Out of County** – Any location outside of the borders of the County of Los Angeles is considered Out of County.
- 3.23 **Juvenile Dependency Court** – A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.24 **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.
- 3.25 **Minor Testing** – Youth referred for specimen collection and testing between the ages of 12 and 17 years old.
- 3.26 **“National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs” also known as the Standard Panel are as follows:**
- 3.26.1 **Five Panel Drug Test**
- Opiate panel: morphine, codeine & hydrocodone (Vicodin);

- Amphetamines: amphetamine, methamphetamine & MDMA (Ecstasy);
- Cocaine metabolites;
- Cannabinoids (marijuana); and
- Phencyclidine (PCP)

#### 3.26.2 **Other Drugs**

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

#### 3.26.3 **Additional Drugs**

- Any drugs not included in the Standard Panel as ordered by the Juvenile Dependency Court.

- 3.27 **Law Enforcement Phonetic Alphabet (Exhibit A-9)** – Will be used to identify the letters on the nightly recording in English.
- 3.28 **Make-Up Test** – A test ordered to replace a previously scheduled test that was not completed by the client within the last 14 calendar days.
- 3.29 **No Show** – Only actual instances of a client not appearing at a collection site on their scheduled day will be reported by Contractor to DCFS as no show. Any inadequate sample, lost, leaked or misplaced tests, will be reported as such.
- 3.30 **On-Demand Testing** – A test ordered for a specific date as determined by the CSW or other DCFS representative, or as ordered by the Juvenile Dependency Court.
- 3.31 **Quality Assurance Plan** – The plan developed by Contractor, and approved by DCFS, 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 Terms and Conditions and Statement of Work.
- 3.32 **Random Schedule**— Testing done twice per month for a specific period of time.

- 3.33 **Referral** – An authorization, issued by DCFS staff, for a County client to provide a drug and/or alcohol testing sample.
- 3.34 **Service Component** – Emergency Response (ER), Family Maintenance (FM), Family Reunification (FR), Permanent Plan (PP), Voluntary Family Maintenance (VFM), Voluntary Family Reunification (VFR), and other DCFS services.
- 3.35 **Spanish Phonetic Alphabet (Exhibit A-9)** – Will be used to identify the letters on the nightly recording in Spanish
- 3.36 **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.
- 3.37 **Supervising Children’s Social Worker (SCSW)** – Supervisors with DCFS who supervise, or meet the eligibility to supervise CSWs.
- 3.38 **Turn Away Notice Form** - An explanatory form, created by the contractor, that is given to clients who show up to the collection site and the collection process could not be initiated. The form specifies the reason(s) why a sample was not collected and advises the client to discuss this with their assigned CSW.
- 3.39 **Unconfirmed Result** – When there is a positive test result and not enough sample to confirm the result.
- 3.40 **Sample Collection** – The process of gathering samples provided by the clients as ordered by the Juvenile Dependency Court or requested by the DCFS staff.
- 3.41 **Weekly Schedule** – Testing once per week 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 CPD to manage all operations in connection with providing the services of this Contract, and an Information Technology Program Manager (ITPM). CPD is responsible for maintaining communication with DCFS, and the Information Technology Program Manager shall directly address all Information Technology issues, 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 cell phone number of the CPD and that of an alternate who is authorized to act on behalf of Contractor in the CPD's absence shall be designated in writing in Exhibit E, Contractor's Administration.
  - 5.1.2 Contractor shall provide the name, cellphone number and email address of its Information Technology Program Manager (ITPM) who shall directly address with DCFS, all Information Technology issues.
- 5.2 CPD, ITPM 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 or ITPM.
- 5.4 CPD or designated alternate, and the Information Technology Program Manager (of their designated alternate) shall be available to County's authorized personnel from 7:00 AM to 7:30 PM, Monday through Friday, and on Saturday's between 9 am and 1 pm, except County holidays.
- 5.5 Contractor shall provide sufficient personnel, who are competent to perform all work in accordance with the requirements of the Contract. CPD or other managers 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 where 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.
- 5.9 Contractor shall provide a Client Complaint Process: a website address, email address, and a phone number that clients can use to answer any questions or concerns they may have or to submit a complaint.
  - 5.9.1 Contractor shall create and provide brochures, in both English and Spanish, to be displayed at each collection site, subject to DCFS approval, containing a simple scientific explanation of the collection and testing process. The brochure shall also include a complaint process, including Contractor's phone number, email, or website and explain the process to the Client to report any problems or complaints.
  - 5.9.2 Contractor shall report all client complaints to the CPM via electronic mail within 48 hours of receiving the complaint.
  - 5.9.3 Contractor shall provide a monthly report of client complaints via electronic mail, which shall include the research and resolution for each complaint, and submit it to the CPM by the 25<sup>th</sup> day of the month for the prior month.
  - 5.9.4 All of the reports referenced in this section 5.9 shall be submitted via electronic mail to the CPM and their designated alternate(s) as indicated on Exhibit D, County's Administration.
  - 5.9.5 Bidders must not have any unresolved noncompliance or performance issue(s) listed in the Contract Alert Reporting Database (CARD) or any unresolved findings reflecting past performance history related to any County, State, federal, or out of-state government contracts. Bidder (Prospective Contractor) must disclose any such non-compliance findings that can be construed as being unresolved in Appendix B, Required Forms, Form 20, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties.

## **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 sample to be tested. DCFS staff may refer a Client at any time, and may request that a Client be tested using one or more of the following

methods: (1) a **Random Testing Schedule**, twice monthly; (2) an **On-Demand Test** as defined in this Contract; (3) **Weekly Testing Schedule**, once per week, (4) a **Make-up test** as defined in this Contract, (5) or using a **Special Schedule** as ordered by the Juvenile Dependency Court.

- 6.1.1 DCFS staff will utilize the DCFS referral system/portal. DCFS are to initiate the referral. Staff may use a referral system provided by the Contractor to initiate the referral, if DCFS determines it to be necessary.
- 6.1.2 Contractor shall contact the DCFS staff person who submitted the referral 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 DCFS staff, Contractor shall contact the referring CSW's SCSW, or CPM.
- 6.1.3 Contractor shall allow Clients to test at any given Collection Site as listed in Exhibit A-7, Listing of Collection Sites.
- 6.1.4 Collection Site staff will utilize the referral system/portal of the Contractor to retrieve and process the referrals.
- 6.1.5 If an enrolled Client enters a Collection Site requesting to test and there is no electronic referral, nor a hard copy of the referral, Contractor's Collection Site staff shall contact the Contractor for additional support. If the Contractor confirms the client is not scheduled to test, the collection site will document the date and time of the attempt and the reason why the Client was not allowed to test in the Collector's referral system/portal. The Client shall be provided with documentation (Turn Away Form) indicating why they were not allowed to test and the name of the Collector's staff that authorized the turn away. A copy of this Turn Away Form will be sent via electronic mail to the appropriate CSW by 2pm the following business day.
- 6.1.6 Contractor shall allow Clients to test up to 15 minutes prior to closing time of the Collection site.
- 6.1.7 If an enrolled Client enters a Collection Site after testing hours, the Collection Site may turn the client away and if so, shall document the date and time of the attempt and the reason why the Client was not allowed to test, in the Collector's referral system/portal. The Client shall be provided with documentation (Turn Away Form) indicating why the client was not allowed to test and a copy of this Turn Away Form will be sent by the Contractor, via electronic mail, to the appropriate CSW by 2pm the following business day.

## 6.2 Random Drug and Alcohol Testing

County shall create and provide the randomized schedule for Clients to test twice a month with Contractor.

## 6.3 On-Demand Testing

County shall submit a one-time drug and/or alcohol testing referral whenever court ordered or when DCFS staff determine it is needed.

### 6.3.1 Manual On-Demand Testing

When an on-demand test cannot be submitted electronically, Contractor shall permit Clients to submit to an on-demand test after receiving written authorization from DCFS staff.

## 6.4 Make-Up Testing

County may submit a one time make-up testing referral within 14 days of the original testing date when a client misses a scheduled test, if DCFS staff determine it is needed.

## 6.5 Weekly Schedule

County shall create and provide the Weekly schedule for Clients to test once per week with Contractor as ordered by the Juvenile Dependency Court.

## 6.6 Tracking and Scheduling

6.6.1 Contractor shall track all Clients participating in the Drug and Alcohol Testing Program with the following information as provided by DCFS:

- a) Name of Client
- b) Client's date of birth
- c) Gender
- d) 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)
- e) Type of Testing schedule (e.g. random, on-demand, weekly, make-up or specialized schedule)
- f) Test Date
- g) Test Results
- h) Court Order? (Yes or No)
- i) DCFS Service Component Type (e.g. ER / FM / FR / PP/ VFM/ VFR/ Other)

- j) Is client Diabetic? (Yes or No)
- k) Collection Site ID
- l) DCFS CSW's office location
- m) DCFS CSW's and SCSW's name and email address (if the client is associated with more than one CSW, all associated CSWs must be listed)
- n) DCFS CSW's file number (if client is associated with more than one file number, all associated file numbers must be listed)
- o) Termination Date
- p) Client Number

## 6.7 Secured Web-Based Referral System

- 6.7.1 Contractor shall receive and process DCFS electronic referral data through a DCFS developed Application Programming Interface (API). Contractor shall call the API every 15 minutes 24 hours a day 7 days a week with their own API call scheduling.
- 6.7.2 Contractor shall decrypt the DCFS electronic referral encrypted data transaction file using Advanced Encryption Standard (AES).
- 6.7.3 Contractor shall verify the number of transaction records in the DCFS electronic referral transaction data.
- 6.7.4 Contractor shall send DCFS a rejection File Message via email if the number of transaction records in the DCFS electronic referral transaction data appears corrupted.
- 6.7.5 Contractor shall send DCFS an acceptance File Message via email if the number of transaction records in the DCFS electronic referral transaction data appears correct.
- 6.7.6 Contractor shall ensure that all clients in the referral transaction data file are successfully enrolled for testing based on the schedule (e.g. weekly random, on-demand, make-up).
- 6.7.7 Contractor shall use a DCFS developed API to return referral testing results back to the county. Contractor shall call the API every 15 minutes 24 hours a day 7 days a week, with their API call scheduling.
- 6.7.8 Contractor shall use a DCFS developed API to resend any missing referral data within 48 hours.
- 6.7.9 Contractor shall use Secure File Transfer Protocol (SFTP) to send and receive image files/ID and attach image files to specific client referrals in their web system.

- 6.7.10 Contractor shall coordinate with DCFS Business Information Systems Division regarding the Drug and Alcohol System's Information Technology-related issues and provide resolution promptly.
- 6.7.11 Contractor shall ensure all referral transaction data is corrected, validated, and uniquely identified before sending it to DCFS Electronic Drug and Alcohol Systems through Web API.
- 6.7.12 Contractor shall ensure all drug test results are corrected and validated before sending them to DCFS Electronic Drug and Alcohol Systems through Web API.
- 6.7.13 Contractor shall ensure data validation to avoid data duplication, redundancy, and missing information from the client referrals before sending them to DCFS Electronic Drug and Alcohol Systems through Web API.
- 6.7.14 Contractor shall ensure the flexibility of providing technical consultation and recommendations to the DCFS IT team to enhance the system performance.
- 6.7.15 Contractor shall read and resolve the issues in the alerts/emails sent by DCFS Business Information Systems Division regarding result discrepancy, API referral data endpoint call inactivity, or any technical issues reported by the DCFS users in a timely fashion.
- 6.7.16 Contractor shall comply with periodic technological advancements such as DCFS Drug and Alcohol system enhancements and/or re-engineering, and coordinate with DCFS Business Information System Divisions to make reasonable technical adjustments to both systems.
- 6.7.17 Contractor shall comply with DCFS email security standard guidelines. Electronic mail communication must be from a legitimate business source as the contract defines, such as (business name).com, and the email contents, including file attachments, shall be secure with passwords. Electronic mail contents shall not include the client's Home address, DOB, and SSN.

## 6.8 Contractor Confidentiality

Contractor is responsible for maintaining the confidentiality of DCFS client information following the Sample Collection for Drug and Alcohol Testing Services Contract Part I, Section 7.6, 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. The minimum number of collection sites may be increased based on the needs of the Regional Offices.
  - 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 in writing via electronic mail, 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 via electronic mail, 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 and well maintained at all times of operation. Contractor shall make unannounced visits to every individual Collection Site a minimum of once every other month, to ensure the cleanliness and appropriateness of the Collection Site.
- 7.6.3 Contractor shall ensure that all Collection Sites have a mechanism to collect complaints from the Clients that receive services at the Collection Sites and to electronically submit all complaints to the Contractor daily.
- 7.7 Contractor shall make every reasonable effort to process sample collection and testing outside of Los Angeles County, as well as outside of California, to accommodate clients as ordered by the Juvenile Dependency Court.
- 7.8 Contractor will make every reasonable effort to accommodate client's diverse language needs, including those who are deaf and hard of hearing.

## **8.0 HOURS OF OPERATION**

- 8.1 Contractor shall ensure that 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: Upon County approval, the Hours of Operation can be modified for the protection and safety of the staff and clients due to a pandemic.

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 Speciment Collection and 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 advance notice, within 15 minutes to CPM and their designated alternate(s) via email and a phone call as soon as known by Contractor of any unanticipated changes in hours of operation, or availability of a witness/collector (male or female). If the CPM and their designated alternate(s) are unavailable by phone, voicemails shall be left with the pertinent information.
  - 8.4.1 Contractor shall post any changes in collection site hours of operation and any changes in the availability of on-site witnesses/collectors (male or female), along with alternate Collection site locations, on their web site in both English and Spanish. This same information will be posted on the entrance door of the affected Collection site facility in both English and Spanish.
  - 8.4.2 All postings shall include two alternative nearby Collection Site locations with the street addresses, contact telephone numbers, and hours of operation in both English and in Spanish.
- 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 the changing needs of the County.
- 8.6 Specialized Collection sites may have different operating hours.

## **9.0 COLLECTION PROCESS**

- 9.1 Contractor shall ensure that all Collection Sites will have both a male and female collector available onsite for the client to choose from, based on their gender identity. No collection site shall decline to provide a witnessed collection because the client's gender identity differs from what is on their identification. The Collection Site shall begin and maintain a verifiable and reliable chain of custody.
  - 9.1.1 Contractor shall ensure that transgender, gender nonconforming and intersex identified individuals are provided an option as to which gender they feel most comfortable as a witness.
- 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 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 samples at the Collection Sites do so only with prior written authorization for testing by DCFS or in accordance with County On Demand, Random, Make-up, 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 United States government issued valid photo identification document (e.g., Driver's license, passport, State identification card, etc.) and verify that the client is the person whom they claim to be.
  - 9.5.1 DCFS Clients who do not possess a valid photo identification document may be provided with a document containing their photograph on DCFS letterhead by DCFS (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 to accept hard copy document from DCFS Client, or an electronic copy from Contractor or DCFS.
  - 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 is not required to collect samples from DCFS clients who come to the collection site without a mask or face covering during a pandemic while State or local policies require face coverings.
- 9.7 For the duration of any pandemic, Contractor is not required to collect samples from DCFS clients exhibiting or disclosing symptoms associated with the pandemic until they are symptom free or as directed by the local health officer.
- 9.8 Contractor shall give each Client who has provided a sample a receipt indicating the date, time, and location of the sample collection. The receipt shall include a name and telephone number of a person who can verify the sample collection.
- 9.9 Contractor shall provide written documentation, a Turn Away Form, 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 and include a name and telephone number of a person who can verify the information. A copy of all Turn Away forms given out for the day are to be electronically sent to the contractor every night after collections have been completed and a copy of each turn away form is to be sent electronically to the assigned CSW by 2pm the following business day.
- 9.10 Contractor shall only report as No Shows or Missed Tests, those factual instances when the Parent/Client/Donor did not show up for testing.
- 9.10.1 Contractor shall factually report any lost, leaked or misplaced tests as lost, leaked or misplaced tests and shall report the reason why any sample collected and submitted does not have a test result reported.
- 9.11 County may withhold payment to Contractor for any costs incurred for 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 SAMPLE SCREENING, ANALYSIS, AND CERTIFICATION**

- 10.1 Contractor shall perform an initial screening and test all samples submitted for alcohol and drug testing to detect positive or negative screening results for the Five Panel Drug Test and Other Drugs, or for drugs outside of the Five Panel Drug Test and Other Drugs as ordered by the Juvenile Dependency Court as defined above in Section 3.23.
- 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 samples initially screened as negative for the substances noted shall be reported as negative. All 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 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 drug tests that yield positive for amphetamines must be confirmed by utilizing the D/L Isomer test.
- 10.4 When requests for outside re-tests of samples are made by the Juvenile Dependency Court, Contractor shall send the sample and all chain of custody documentation 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 samples collected for Ethanol alcohol testing only, 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 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 any test result report sent to DCFS or the court.

- 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 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 verifying the number of samples collected at the site are equal to the amount being transported by the courier. The contractor shall also verify the amount of samples received at each laboratory is equal to the amount transported by the courier from each collection site.

12.1.1 All tops of sample containers shall be correctly and securely affixed to the container by the Collector prior to labeling the container and properly placing it in the individual plastic bag, and sealing the bag.

- 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 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 test result was reported to DCFS.
- 12.4 All 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," which is a designated toll free telephone line (warm line) for DCFS staff, and other designated County personnel, to provide information and consultation on test results; as well as County's procedures and process related to Drug and Alcohol testing. Contractor shall respond to inquiries through the warm line Monday through Friday during the hours of 7:00 AM to 7:00 PM. Contractor shall provide additional staff as monitored by County between the peak hours of 10:00 AM to 5:00 PM Monday through Friday.

- 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 hour as monitored by County.

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

- 14.1 Contractor shall administer and operate a toll free "800" Client Hotline Service line. Contractor shall provide and bear the cost of maintaining and updating the toll free "800" Client Hotline Service telephone line.
  - 14.1.1 Contractor shall have a deaf and hard of hearing option for clients who need this accommodation.
- 14.2 The recorded message shall be in both English and Spanish and shall state in the following order: 1) the day of the week; 2) date; and 3) the letters of the last names of those Clients who must report for random or weekly testing. The letters will be announced using the Law Enforcement Phonetic Alphabet (Exhibit A-9), in English and the Spanish Phonetic Alphabet in Spanish.
- 14.3 For Random Testing, each letter of the alphabet shall be announced on the recorded message using the Law Enforcement Phonetic alphabet (Exhibit A-9), in English and the Spanish phonetic alphabet in Spanish on the recorded message, a maximum of two (2) tests per month for each letter. 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 using the Law Enforcement Phonetic Alphabet (Exhibit A-9) in English and the Spanish Phonetic Alphabet on the recorded message once per week during a five-day workday schedule cycle (a maximum of one (1) test per week for each letter). There shall be no deviation from this testing frequency unless previously approved by CPM.
- 14.5 Contractor shall establish an automated system to update the recorded messages for both the Random and Weekly Tests required for the following day, Sunday through Thursday after 7:00 PM but no later than 7:30 PM; and shall, the night before all weekends and County holidays, update the outgoing message to state that no testing is required on the weekend or on County holidays, as applicable.
  - 14.5.1 The automated system to update the recorded messages shall maintain data to verify when the messages were updated each day and which letters were included in the recordings.
  - 14.5.2 Contractor shall verify the recorded messages are updated with the correct letters for the next day by calling the "800" Client Hotline Service

line and listening to the recordings in both English and Spanish. The Contractor will send email verification to the CPM advising of the accuracy of the recordings nightly by 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 sample collected data pertaining to the content and updating of the recorded messages on the toll-free number, and other information pertaining to 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 AND REPORTS-**

### **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 send electronic missing test results in an encrypted transaction file within 48 hours through Web API (REST/JSON) secured web services on each business day.
- 16.1.4 Contractor shall send the encrypted large transaction file via SFTP (Secure File Transfer Protocol) if Web API (REST/JSON) secured web services are unavailable.
- 16.1.5 Contractor shall immediately notify DCFS of their system downtime or business interruptions due to any unexpected situation via email to the BIS manager and the CPM.
- 16.1.6 Contractor shall be able to encrypt the electronic test results in an encrypted transactions file using AES.
- 16.1.7 Contractor shall also provide and maintain a web-based drug test results system (Contractor's web-based system) that includes alcohol and 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, and 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) Client's gender,
- d) DCFS Case or Referral Number (if the client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed),
- e) Name(s) of minor in the case,
- f) DCFS CSW's office location,
- g) DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed),
- h) DCFS CSW's file number (if the client is associated with more than one file number, all associated file numbers must be listed),
- i) Date of the report,
- j) Dates of sample collection, initial testing, the preliminary report of positive or negative test confirmation, and if applicable, the final report of sample that had a preliminary positive report,
- k) A listing of the drug test performed and corresponding results for each drug test with cutoff levels,
- l) In case of a missed test, the date of the missed test, and
- m) In case of a turn away, the date, reason and a copy of the form provided to the client.

16.1.8 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 the sample is contaminated.
- h) Indicator if it was a "Turn Away" and the reason.

16.1.9 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:

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

16.1.9.2 Missed test (No-Show) shall be available within 48 hours after the day the sample was scheduled to be collected.



- 16.1.9.3 If a client is not tested because the client refused to wear a mask or face covering when face coverings are required by State or local policy, the Contractor shall report this to County within 48 business hours.
- 16.1.9.4 If a client is not tested because the client exhibited or reported symptoms related to a pandemic, Contractor shall report this to County within 48 business hours.
- 16.1.9.5 Positive test results shall be available no later than on the third Business Day, following the day the sample was collected.
- 16.1.9.6 Notwithstanding the timeframes above, for samples collected in Avalon, Catalina Island:
  - 16.1.9.6.1 Negative test results shall be available on the second Business Day, following the day the sample was collected.
  - 16.1.9.6.2 Missed test (No-Show) shall be available within 48 business hours after the scheduled testing day.
  - 16.1.9.6.3 Positive test results shall be available no later than on the fourth Business Day, following the day the sample was collected.
- 16.1.9.7 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 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 an 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. In the absence of CPM, Contractor should contact the designated CPM alternate(s).
- 16.1.9.8 Upon DCFS' verification of the transaction records in Contractor's electronic test results transaction file, one of the following will occur:

16.1.9.8.1 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.

16.1.9.8.1.1 For transactions with errors, a negative acknowledgment 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 resubmit.

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

16.1.9.9 Contractor is responsible for maintaining the confidentiality of DCFS client information, in accordance with the Sample Collection for Drug and Alcohol Testing Services Contract Section 7.6, Confidentiality, of the Contract.

16.1.10 When a sample is tested for both drugs and alcohol, the drug 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.

16.1.11 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

16.1.12 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 Every month, by the 9<sup>th</sup> calendar day, Contractor shall submit a hard copy and an electronic copy via email of the statistical report to CPM containing the following information:

- Number of actual tests performed
    - On-Demand Participants that include the DCFS service component
    - Random Program Participants that include the DCFS service component
    - Weekly Schedule Participants that include the DCFS service component
    - Make-Up Participants that include the DCFS service component
  - Number of actual tests performed
    - Drug & Alcohol Tests
    - Alcohol Only Tests
    - Other sample methods tests
    - Out-of-County/State Tests
    - Minor youth tests
  - Percentage of Participants testing positive for drugs and alcohol and the percent positivity rate of each substance tested.
  - Number of actual tests performed for each DCFS regional office during the prior month
    - On-Demand Participants
    - Random Program Participants
    - Weekly Schedule Participants
    - Minor participants
  - Number of open Referrals on file from each DCFS SPA Office as of the prior month end
    - Random Program Participants
    - Weekly Schedule Participants
  - List denoting the date and letters which were selected for Random Testing and Weekly Testing for each invoiced period
- 16.2.2 A copy of the monthly statistical report shall be submitted with each monthly CONTRACTOR invoice and shall be required before CPM approves CONTRACTOR invoice.
- 16.2.3 The monthly data report that will come to the Department will include any kind of aberrations and will capture the following elements:
- a) Positive results
  - b) Negative results
  - c) No shows
  - d) Any tampering (such as leaked, mislabeled, etc.)
  - e) Turn away

### 16.3 Ad-Hoc Reports

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

## 17.0 QUALITY CONTROL PLAN

- 17.1 Contractor shall provide a comprehensive internal quality control plan to be utilized by Contractor to ensure the required services are provided as specified. Contractor's internal quality control plan shall define all deliverable services specified in the Terms and Conditions and in this SOW, and state how these deliverables will be supplied.
- 17.2 The Contractor's internal 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 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 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.
- 18.2.1 Contractor and County shall meet as needed to discuss the performance of this contract.

- 18.3 Contractor shall assist in transitioning a new Drug and Alcohol 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 Alcohol or Alcohol Testing Referrals are reviewed and processed on the same day that they are received from Department of Children and Family Services (DCFS) staff (Section 6.0)	100% compliance and accuracy 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) following the County provided CAP format, to the County with an explanation of the problem and plan for correcting the problem, subject to the County approval.
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 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 samples are picked up within one business day. All samples are screened, analyzed and the results certified within 72 hours of 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 Complaint Report (UCR) for each separate incident of non-compliance.	County may impose a single deduction from Contractor's invoice in the amount of \$500.00 as otherwise indicated when the Contractor fails to follow Sections 1.0 – 12.0 of the Statement of Work (SOW).
Integrity of all samples are maintained and preserved from the point of collection to their 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 7:00 AM to 7:00 PM, to provide prompt and			

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS
courteous response to inquiries from DCFS CSWs, CPM regarding drug test results and drug test process. Contractor shall provide additional staff as monitored by COUNTY between the peak hours of 10:00 AM to 5:00 PM Monday through Friday. (Section 13.0)			<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 17.0 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, the liquidated damages shall apply.</p> <p>3) When the Contractor does not comply with SOW Section 14.0 the liquidated damages shall be \$1500 per occurrence.</p> <p>4) When the Contractor does not comply with SOW Section 16.0 the liquidated damages shall be \$1500 per occurrence.</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)			
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)			
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) When the Contractor does not comply with SOW Section 17.0, the liquidated damages shall be \$500 per occurrence.			

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

This form is to be used by DCFS users of the DCFS Specimen Collection/Drug and Alcohol Testing Services to report service discrepancies and failure to conduct collection of a 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):

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**To report an urgent/serious problem, call Drug and Alcohol Testing Program Management Team at: (323) 900-2349.** Send UCR to Drug and Alcohol Testing Program Management Team (CPM), 5757 Wilshire Blvd, Suite 200, Los Angeles, CA 90036 and a copy to Contracts Administration Division, 510 S. Vermont Ave, 14<sup>th</sup> Floor Mail Room, Los Angeles, CA 90020.



**DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) FORMS FOR  
SPECIMEN 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 <b>ONLY</b> )
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"/>			
<b>IS THE DONOR A DIABETIC?</b> (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.
*** <b>Court Number will not be accepted.</b> 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 (866) 599-3313 daily (Sunday through Thursday) after 7:30 PM and press Option 1 to hear if your Test Code has been called. You <b>MUST</b> test on the <b>SAME DAY</b> that your Test Code is scheduled. A test taken on any other day will be considered invalid unless previously approved by your CSW. <b>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.</b>
If this Referral is not complete and legible, contact your CSW immediately. You must present a valid picture ID each time you report for testing. Lack of picture ID will result in you not being allowed to test. 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 dígitos)***	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 <b>obligatorio</b> 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: _____	<b>Firma del supervisor (si es aplicable)</b>
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 (866) 599-3313 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. <b>Debe</b> hacer el examen el <b>mismo día</b> 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. <b>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.</b>
Si esta forma no está completa o legible, contacte inmediatamente a su Trabajador/a Social. Sin identificación, Ud. no podrá hacer el examen. Si usted 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 <b>mandatory</b> 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 ( <b>Mandatory</b> ):
--	--

**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 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 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 <b>obligatorio</b> 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 ( <b>Mandatario</b> ):
---

**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 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 <b>must be court</b>	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.
*** <b>Court Number will not be accepted.</b> 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 (866) 599-3313 daily (Sunday through Thursday) after 7:30 PM to hear if your Test Code has been called. You <b>MUST</b> test on the <b>SAME DAY</b> that your Test Code is scheduled. <b>If you are on a specialized drug-testing schedule, your CSW will give you instructions on when to test.</b>
If this Referral is not complete or legible, contact your CSW immediately. You <del>also</del> must present a valid picture ID each time you report for testing. Lack of picture ID will not allow you to test. If you have any questions regarding your drug testing, please contact your CSW or attorney.

## FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS

### ATENCIÓN \_\_\_\_\_: Por favor inscriba al cliente en el horario seminal.

☐ **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 Numero del Hotline Referral (19 digits)***	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 <b>obligatorio</b> 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.
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#### INSTRUCCIONES AL CLIENTE:

Por favor llame al (866) 599-3313 diariamente (de domingo a jueves) después de las 7:30 PM para saber si su Clave del Examen ha sido llamado. <b>Debe</b> hacer el examen el <b>mismo día</b> 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. <b>Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba.</b> 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 preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.
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## 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	91331
		91352	91605			
4	Santa Clarita	91342	91343	91321	91351	91387
5	West San Fernando Valley*			91303	91304	91324
				91325	91335	91406
				91306	91340	91367
				91364	91356	
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	90011	90016	90047		
13	Hawthorne	90002	90018	90062	90037	
		90008				
14	Compton –Carson	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
		90201	90255			
17	Santa Fe Springs	90280	90670	90701	90631	
Collection Site #	Service Planning Area 8					
18	South County	90805	90813	90731	90744	
		90802	90810			
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	
93532	93551	93552	93510	93591	93544
Service Planning Area 2					
91331	91402	91405	91303	91304	91324
91325	91342	91343	91605	91321	91351
91387	91335	91406	91306	91340	
Service Planning Area 3					
90032	90041	90042	90065	91101	91202
91008	91208	91731	91732	91733	91745
91767	91768	91766	91765	91702	91724
91744	91748	91734	91711	91750	91773
91722	91723	91790	91791	91792	
Service Planning Area 4					
90057	90006	90033	90031	90026	
Service Planning Area 5					
90019	90066	90291	90230	90405	90232
90402					
Service Planning Area 6					
90011	90016	90047	90002	90018	90037
90062	90222	90059	90262	90003	90001
90044	90008	90021			
Service Planning Area 7					
90022	90201	90255	90640	90660	90280
90670	90023	90040	90058	90063	90270
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

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

## Listing of Collection Sites

Use additional sheets as necessary.

Monday – Friday

Updated: 10/28/2022

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>_____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation:</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Hours of Operation: MON-FRI__AM - __PM</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Days of Operation:</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Hours of Operation: MON-FRI__AM - __PM</p> <p>MON__TUE__WED__THU__FRI__SAT__</p>
2	<p>(Circle Zip Code)</p> <p>Palmdale 93543 93550 93551 93552 93510 93591 93544</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation:</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Hours of Operation: MON-FRI__AM - __PM</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Days of Operation:</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Hours of Operation: MON-FRI__AM - __PM</p> <p>MON__TUE__WED__THU__FRI__SAT__</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>_____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation:</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Hours of Operation: MON-FRI__AM - __PM</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Days of Operation:</p> <p>MON__TUE__WED__THU__FRI__SAT__</p> <p>Hours of Operation: MON-FRI__AM - __PM</p> <p>MON__TUE__WED__THU__FRI__SAT__</p>

4	<p align="center"><b>(Circle Zip Code)</b></p> <p>Van Nuys    91331    91402                         91405    91605</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation:</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Hours of Operation: MON-FRI _ AM - _ PM</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Days of Operation:</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Hours of Operation: MON-FRI _ AM - _ PM</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p>
5	<p align="center"><b>(Circle Zip Code)</b></p> <p>West San Fernando Valley</p> <p>91303    91304    91324        91325    91335    91406        91306    91340    91367        91364    91356</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation:</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Hours of Operation: MON-FRI _ AM - _ PM</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Days of Operation:</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Hours of Operation: MON-FRI _ AM - _ PM</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p>

Collection Site #	Service Planning Area 3	
6	<p align="center"><b>(Circle Zip Code)</b></p> <p>Pasadena 90032    91101                         90042    90065                         90041    91202                         91008    91208</p> <p>Additional zip code previously approved by DCFS: 91001</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation:</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Hours of Operation: MON-FRI _ AM - _ PM</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Days of Operation:</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Hours of Operation: MON-FRI _ AM - _ PM</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p>
7	<p align="center"><b>(Circle Zip Code)</b></p> <p>El Monte    91732    91733    91734                         91745    91731</p>	<p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contact: _____</p> <p>Phone#: _____</p> <p>Fax#: _____</p> <p>Days of Operation:</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p> <p>Hours of Operation: MON-FRI _ AM - _ PM</p> <p>MON _ TUE _ WED _ THU _ FRI _ SAT _</p>

		Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__
8	Pomona (Circle Zip Code) 91766 91767 91765 91768 91711 91750 91773	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__
9	Glendora (Circle Zip Code) 91702 91724 91748 91744 91722 91723 91790 91791 91792	Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__

Collection Site #	Service Planning Area 4	
10	Metro North (Circle Zip Code) 90057 90006 90033 90031 90026	Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Name: _____

	Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _  Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
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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 _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

Collection Site #	Service Planning Area 6	
12	(Circle Zip Code) Wateridge 90016 90011 90057 90047 Hours previously approved by DCFS	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
13	(Circle Zip Code) Hawthorne 90002 90018 90062 90037 90008	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _  Name: _____ Address: _____

		Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
14	<b>(Circle Zip Code)</b> Compton-Carson 90222 90059 90262 90021	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
15	Vermont Corridor 90003 90044 90001	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

Collection Site #	Service Planning Area 7	
16	<b>(Circle Zip Code)</b> Belvedere 90022 90201 90255 90640 90660 90023 90040 90058 90063 90270 90201 90255	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
17	<b>(Circle Zip Code)</b> Santa Fe Springs 90280 90670 90701 90631	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

Collection Site #	Service Planning Area 8
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18	<p align="center"><b>(Circle Zip Code)</b></p> <p>South County    90805    90813                                 90731    90744                                 90802    90810</p>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
19	Avalon, Catalina Island 90704	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
20	<p align="center"><b>(Circle Zip Code)</b></p> <p>Torrance    90250    90501</p> <p>Additional Zip Code approved by DCFS: 90301; 90504</p>	Nam: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _  Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

**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 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _  Name: _____ Address: _____ Contact: _____ Phone#: _____



		Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI __AM - __PM MON__TUE__WED__THU__FRI__SAT__
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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 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ Hours of Operation: __AM - __PM SAT__

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 – Additional zip code previously authorized by DCFS: 91001 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI __AM - __PM MON__TUE__WED__THU__FRI__SAT__

Collection Site #	Service Planning Area 4	
4	90057 or 90006 or 90033 or 90031 or 90026 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI __AM - __PM MON__TUE__WED__THU__FRI__SAT__

Collection Site #	Service Planning Area 5	
5	90019 or 90066 or 90291 or 90230 or 90405 or 90232 or 90402 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ _____ Contact: _____

	Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI __AM - __PM MON__TUE__WED__THU__FRI__SAT__
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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 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI __AM - __PM MON__TUE__WED__THU__FRI__SAT__

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 <b>Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI __AM - __PM MON__TUE__WED__THU__FRI__SAT__

Collection Site #	Service Planning Area 8	
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 <b>(Circle One Zip Code)</b>  Previously approved by DCFS: 90301	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI __AM - __PM MON__TUE__WED__THU__FRI__SAT__

## SAMPLE OF VENDOR INVOICE

Name of Lab Address of Lab Telephone Number								
DCFS Finance Division 00000 ATTN: Contract Accounting Date: MM/DD/YYYY 510 S Vermont ave 000000-00 Los Angeles, CA 90020							Account#  Invoice  Invoice #	
<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

**LAW ENFORCEMENT PHONETIC ALPHABET- ENGLISH**  
**List of English Letters and Words Quoted on IVR Message**

A	ADAM		N	NORA
B	BOY		O	OCEAN
C	CHARLES		P	PAUL
D	DAVID		Q	QUEEN
E	EDWARD		R	ROBERT
F	FRANK		S	SAM
G	GEORGE		T	TOM
H	HENRY		U	UNION
I	IDA		V	VICTOR
J	JOHN		W	WILLIAM
K	KING		X	X-RAY
L	LINCOLN		Y	YOUNG
M	MARY		Z	ZEBRA

**LAW ENFORCEMENT PHONETIC ALPHABET- SPANISH****List of Spanish Letters and Words Quoted on IVR Message**

A	ARMADILLO		N	NINO
B	BIBLIOTECA		O	OJO
C	CARCAJADA		P	PAPA
D	DECIDIR		Q	QUESO
E	ELEFANTE		R	ROPA
F	FALSIFICAR		S	SONREIR
G	GIGANTE		T	TETERA
H	HECHIZO		U	UVA
I	INICIAR		V	VALENCIA
J	JULIO		W	WIFI
K	KARIN		X	XENAS
L	LABIAL		Y	YO-YO
M	MAMA		Z	ZARZAMORA

**SAMPLE OF TURN AWAY FORM**

Collection Site Number: \_\_\_\_\_ Date: \_\_\_\_\_

Collection Site Name: \_\_\_\_\_

Time Client Arrived: \_\_\_\_\_ Time Client Departed: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
(Client Name) (Client Date of Birth)

Is here to provide a UDS for DCFS Testing but cannot for the following reason(s):

- Not on Collection Site List (Collection site should contact Phamatech first)
- No or inadequate identification (Collection site should contact Phamatech first)
- Enrollment Terminated/Expired (Client should contact their assigned CSW)
- Client is unable to provide a sample or insufficient volume – please indicate number of times tried:  
\_\_\_\_\_
- Client did not have proper mask or face covering for COVID-19
- Client displayed symptoms of COVID-19 illness
- Other: \_\_\_\_\_

If you have any questions, please contact your CSW (Social Worker).

\_\_\_\_\_  
(Collection Site Name) (Collection Site Signature)

# **CONTRACT EXHIBITS**

## **SAMPLE CONTRACT EXHIBITS**

- A Statement of Work and Exhibits
- B Bid Price/Pricing Schedule
- C Line Item Budget and Budget Narrative
- D County's Administration
- E Contractor's Administration
- F Forms Required at the Time of Contract Execution
  - F-1 Contractor Acknowledgment and Confidentiality Agreement
  - F-2 Contractor Employee Acknowledgment and Confidentiality Agreement
  - F-3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- G Safely Surrendered Baby Law
- H Intentionally Omitted
- I Intentionally Omitted
- J Charitable Contributions Certification
- K Information Security and Privacy Requirements
- L Equal Employment Opportunity (EEO) Certification
- M-1 Auditor –Controller Contract Accounting and Administration Handbook
- M-2 OMB A-122:  
<https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>
- M-3 45 CFR 74.27:  
<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>
- N Federal Award Information (2CFR 200.332)
- O Compliance with Encryption Requirements
- P Copies of Applicable Licenses, Certifications, and Permits
- Q Federal Debarment and Suspension Certification
- R Internal Revenue Notice 1015
- S Contractor Certificate of Compliance Forms



## BID PRICE /PRICING SCHEDULE

### SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES IFB 22-0064

\_\_\_\_\_(Bidder/Contractor'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, Sample Contract and Exhibits).

Prices quoted by Bidder/Contractor includes all applicable charges and costs associated with Specimen Collection and 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/Contractor include all applicable charges and costs associated with collection, chain of custody, screening, confirmation of positive results, storage, administration, and any other costs necessary to properly complete all requirements and scope of services as outlined in the contract, Statement of Work and elsewhere in this IFB. Bidder/Contractor'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 four (4) pricing categories:

- Table I: Urine Testing for Alcohol
- Table II: Urine Testing for BOTH Alcohol and Drugs
- Table III: D/L Isomer Tests
- Table IV: Special Tests

Bidder/Contractor's Overall Total Cost, as calculated in Table V, will be 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 specimen collection and drug and alcohol testing may vary from month to month.

**APPENDIX B – Required Form 8  
(Exhibit B)**

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

Instructions for Tables I through III:

Column A contains the BIDDER/CONTRACTOR'S COST PER SAMPLE of the specified test. Column B is the COUNTY'S PROJECTED ANNUAL VOLUME for each test category. Bidder/Contractor to multiply BIDDER/CONTRACTOR'S COST PER SAMPLE in Column A by the COUNTY'S PROJECTED ANNUAL VOLUME in Column B to reach TOTAL COST in Column C.

**TABLE I: URINE TESTING FOR ALCOHOL**

<b>A</b>	<b>B</b>	<b>C</b>
BIDDER/CONTRACTOR'S COST PER SAMPLE	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (A x B = C)
\$	200	\$

**TABLE II: URINE TESTING FOR BOTH ALCOHOL AND DRUGS** \*

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

Statement of Work, Section 3.0 Definitions, Sub-Section 3.24 states:

“National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs” also known as the **Standard Panel** are as follows:

<b>Standard Panel</b>	
Five Panel Drug Test:	Other Drugs:
<ul style="list-style-type: none"> <li>• Opiate Panel: Morphine, Codeine &amp; Hydrocodone (Vicodin):</li> <li>• Amphetamines: Amphetamine, Methamphetamine &amp; MDMA (Ecstasy);</li> <li>• Cocaine Metabolites;</li> <li>• Cannabinoids (Marijuana); and</li> <li>• Phencyclidine (PCP)</li> </ul>	<ul style="list-style-type: none"> <li>• Hydromorphone</li> <li>• Oxycodone</li> <li>• Heroin</li> <li>• Methadone</li> <li>• Zolpidem; and</li> <li>• Benzodiazepine (Alprazolam, Clonazepam, Lorazepam, Diazepam, Iazepam, Oxazepam, and Temazepam)</li> <li>• Fentanyl</li> </ul>

## APPENDIX B – Required Form 8 (Exhibit B)

<b>A</b>	<b>B</b>	<b>C</b>
BIDDER/CONTRACTOR'S COST PER SAMPLE	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (A x B = C)
\$	2000	\$

### Instructions for Table IV:

Bidder/Contractor to add BIDDER/CONTRACTOR'S COST PER SAMPLE per type in each field (cell) of the six (6) columns (e.g., In County and Out of County) for each drug listed in the table below. Upon inputting the BIDDER/CONTRACTOR'S COST PER SAMPLE, bidder/contractor to add the costs across for each drug and input the "TOTAL" per drug in the far right column. Additionally, Bidder/Contractor to add the "TOTAL COST PER DRUG" down and input in the "GRAND TOTAL" row.

**TABLE IV: SPECIAL TESTS**

		TYPE						
DRUG		URINE IN COUNTY COST PER SAMPLE	URINE OUT OF COUNTY COST PER SAMPLE	BLOOD IN COUNTY COST PER SAMPLE	BLOOD OUT OF COUNTY COST PER SAMPLE	HAIR IN COUNTY COST PER SAMPLE	HAIR OUT OF COUNTY COST PER SAMPLE	TOTAL COST PER DRUG
1.	Standard Panel							
2.	Toluene Testing							
3.	Psilocybin							
4.	Ethyl Glucuronide (ETG)							
5.	Ketamine							
6.	Buprenorphine (BUP)							
7.	Topamax							
8.	Spice							
9.	Nitrous Oxide							
GRAND TOTAL								
TOTAL AVERAGE COST (GRAND TOTAL / 54 (NUMBER OF FIELDS)) For Column C in Table V below								

**APPENDIX B – Required Form 8  
(Exhibit B)**

Instructions for Table V:

Column A: Bidder/Contractor to input “GRAND TOTAL” from Table IV.

Column B: (County use only)

Column C: Bidder/Contractor to input “AVERAGE COST OF THE SPECIAL TESTS” from Table IV.

Column D: (County use only)

Column E: Bidder/Contractor to multiply AVERAGE COST OF SPECIAL TESTS in Column C by the COUNTY'S PROJECTED ANNUAL VOLUME in Column D to reach TOTAL COST in Column E.

**TABLE V: SPECIAL TESTS COST**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
GRAND TOTAL (from Table IV)	NUMBER OF FIELDS	AVERAGE COST OF THE SPECIAL TESTS (from Table IV)	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (C x D)
	54		500	

NOTE: 1) County's Projected Annual Volume for Tables I through III and V are based on 2022/2023 data.

2) County reserves the right to correct mathematical errors.

**TO BE COMPLETED BY THE COUNTY**

<b>BIDDER/CONTRACTOR'S OVERALL TOTAL COST</b>	
<b>Total Cost for Table I</b>	<b>\$</b>
<b>Total Cost for Table II</b>	<b>\$</b>
<b>Total Cost for Table III</b>	<b>\$</b>
<b>Total Cost for Table IV</b>	<b>N/A</b>
<b>Total Cost for Table V</b>	<b>\$</b>
<b>OVERALL TOTAL COST</b> (Table I + Table II + Table III + Table V)	<b>\$</b>

I, \_\_\_\_\_ (Printed Name of Authorized Personnel), an authorized agent of \_\_\_\_\_ (Name of Bidder/Contractor), hereby certify that \_\_\_\_\_ (Name of Bidder/Contractor), 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: \_\_\_\_\_

**SAMPLE LINE ITEM BUDGET AND BUDGET NARRATIVE**

BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

**B. Employee Benefits:**

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance			
Dental Insurance			
<b>Total Employee Benefits Cost</b>			

**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			
<b>Total Payroll Taxes</b>			

**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)		
<b>Total Insurance, Equipment and Operation Expenses</b>		

<b>TOTAL DIRECT COSTS</b>	
---------------------------	--

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	
---------------------	--

## 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 B: Required Forms – Form 15

**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 B: Required Forms – Form 22A, 22B, and 22C

**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](http://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?

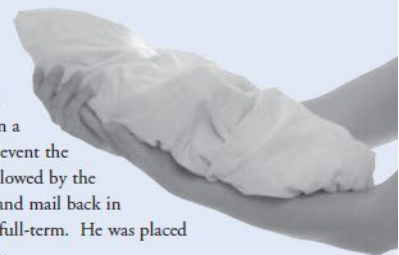
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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](http://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.



Intentionally Omitted



Intentionally Omitted

**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.**

- ☐ Vendor 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 Vendor 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**

- ☐ Vendor 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

---

Name and Title of Signer (please print)

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

## 1. DEFINITIONS

The definitions below are specific to the uses within this Exhibit L.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor’s Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## **10. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.



All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **12. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### 13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

**Department of Children and Family Services Information Security Officer:**

Allen Ohanian, M.S CyberSec., MBA  
Information Security Officer  
12440 Imperial Highway, Room 501  
Norwalk, CA 90650  
Office: (562) 345-6606  
Cell: (323) 627-9855  
Email address: [AOhanian@dcfs.lacounty.gov](mailto:AOhanian@dcfs.lacounty.gov)  
[DCFSSecurity@dcfs.lacounty.gov](mailto:DCFSSecurity@dcfs.lacounty.gov)

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### **14. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 15. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## 16. CYBER LIABILITY INSURANCE

Please refer to section 8.24.4.4 on the Contract for the Cyber Liability Insurance Requirements.

## 17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 to 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

**CONTRACTOR'S EEO CERTIFICATION**

Refer to APPENDIX B: Required Forms – Form 21

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

<https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.pdf>

The handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

**OMB A1-222**

<https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>



**45 CFR 74.27**

<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACTS ADMINISTRATION DIVISION  
FEDERAL AWARD INFORMATION (2CFR 200.332)  
FISCAL YEAR 2023-2024**

Date of Notification: \_\_\_\_\_ Sub recipient Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Federal Award Identification Number (FAIN): \_\_\_\_\_

Federal Award Date: \_\_\_\_\_

Sub award Period of Performance: \_\_\_\_\_ Sub award Budget Period: \_\_\_\_\_

Amount of Federal funds obligated by the pass-through entity: \_\_\_\_\_

Amount of Federal funds obligated to the subrecipient by the pass-through entity include the current obligation:

Total Amount of Federal Award committed to the subrecipient: \_\_\_\_\_

Federal Award Project description as required by FFATA:

Name of Federal Awarding Agency: \_\_\_\_\_ Agency's Assistance Listing Number: \_\_\_\_\_  
(Formerly Catalog of Federal Domestic Assistance)

Does Sub recipient have an Aid to Families with Dependent Children - Foster Care Rate Letter? Yes \_\_\_ No \_\_\_

If yes, provide the Sub recipient's AFDC-FC Program Number: \_\_\_\_\_

If not applicable to this contract, mark this box: \_\_\_

*(Sub recipient must use the federal sharing ratios, provided and updated annually by the California Department of Social Services when calculating and reporting their Federal Revenue).*

Indirect Cost Rate letter: Yes \_\_\_ No \_\_\_ Agency's Unique Entity Identifier (UEI): (formerly DUNS Number): \_\_\_\_\_

**Acknowledgment:** As pursuant to CFR Section 200.331(a)(1)(xii), this is to acknowledge that (Agency's Legal Name):

\_\_\_\_\_ does not engage in any Research and Development under this contract.

I confirm that the following AFDC-FC Program Number is correct: \_\_\_\_\_  
(Agency Representative print the AFDC-FC program number)

\_\_\_\_\_  
Agency's representative (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (print title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency's representative (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (print title)

\_\_\_\_\_  
Date

Please complete and return to \_\_\_\_\_ at: \_\_\_\_\_  
(Analyst Name) (E-mail address)

**CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer 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"/>
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*\*cloud storage, Software-as-a-Service or SaaS*


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 Contractor Name

---

 Official Title

---

 Official's Signature

## **COPIES OF LICENSES AND PERMITS REQUIRED FOR SPECIMEN COLLECTION AND 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.

**Please refer to IFB Section:**

### **7 INVITATION FOR BIDS (IFB) REQUIREMENTS**

#### **7.6 Bid Format**

## FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

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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

## INTERNAL REVENUE 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)?**

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**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](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://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.

**Contractor Certificate of Compliance Forms**

Refer to APPENDIX B: Required Forms – Forms 1-10

APPENDIX B – REQUIRED FORMS AND DOCUMENTS

FOR

SPECIMEN COLLECTION AND DRUG AND  
ALCOHOL TESTING SERVICES

IFB #22-0064



## REQUIRED FORMS AND DOCUMENTS FOR SUBMISSION

1	Insert	Transmittal Letter
2	Insert	Table of Contents
3	Form 1 (Exhibit S)	Organization Questionnaire/Affidavit
4	Form 2 (Exhibit S)	Certification of Compliance
5	Form 3 (Exhibit S)	Request for Preference Consideration
6	Form 4 (Exhibit S)	Debarment History and List of Terminated Contracts
7	Form 5 (Exhibit S)	Community Business Enterprise (CBE) Information
8	Form 6 (Exhibit S)	Minimum Mandatory Requirements
9	Form 7 (Exhibit S)	List of References
10	Form 8 (Exhibit B)	Bid Price/ Pricing Schedule
11	Form 9 (Exhibit S)	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
12	Form 10 (Exhibit S)	Declaration
13	Form 11	Board of Director's Resolution
14	Form 12	List of Current Members of Board of Directors/Corporate Officers
15	Form 13	List of Business Partners or Associates Within the Past Five (5) Years
16	Form 14	Certification of Ownership and Financial Interest
17	Form 15 (Exhibit E)	Contractor's Administration
18	Form 16	List of Proposed Subcontractors
19	Form 17	Revenue Disclosure
20	Form 18	List of Bidder's Commitments
21	Form 19	List of Contracts
22	Form 20	Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties
23	Form 21 (Exhibit L)	EEO Certification
24	Form 22A (Exhibit F-1)	Contractor Acknowledgment and Confidentiality Agreement
	Form 22B (Exhibit F-2)	Contractor Employee Acknowledgment and Confidentiality Agreement
	Form 22C (Exhibit F-3)	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
25	Form 23	Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
26	Form 24	Offer to Perform and Acceptance of Terms and Conditions
27	Form 25 (Exhibit O)	Compliance with Encryption Requirements
28	Form 26 (Exhibit Q)	Federal Debarment and Suspension Certification
29	Form 27	Vendor Cyber Risk Assessment Questionnaires
30	Insert 1	Business Entity Structure Documents
31	Insert 2	Secretary of State Filings - Statement of Information
32	Insert 3 (Exhibit P)	Copies of Applicable Licenses, Certifications, and Permits
33	Insert 4	Financial Capability (Financial Statements )
34	Insert 5 (Exhibit C)	Line Item Budget and Budget Narrative
35	Insert 6	Proof of Insurability
36	Form 28	Last Page of Bid

**Insert**

## **TABLE OF CONTENTS**

Insert Table of Contents here

**Please refer to IFB Section:**

**7 INVITATION FOR BIDS (IFB) REQUIREMENTS**

**7.6 Bid Format**

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

<b>Bidder Name:</b>		<b>County Webven Number:</b>
<b>Address:</b>		
<b>Telephone Number:</b>		<b>Email:</b>
<b>Internal Revenue Service Employer Identification Number:</b>		<b>California Business License Number:</b>
1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p><b>If Corporation or Limited Liability Company (LLC):</b> Legal Name (as stated in Articles of Incorporation):</p> <p>State of Incorporation: Year of Incorporation:</p> <p><b>If Limited Partnership or a Sole Proprietorship:</b> Name of proprietor or managing partner:</p> <p><b>If other:</b> Specify business structure name:</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name:</p> <p>Country of Registration:</p> <p>Year became DBA:</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:</p> <p>State of Incorporation or registration of parent firm:</p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s):</p> <p>Year(s) of Name Change:</p>

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	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".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Bidder.	Name: Title: Phone: Email:  Name: Title: Phone: Email:  Name: Title: Phone: Email:

**CERTIFICATION OF COMPLIANCE**

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)</p> <p><a href="#">Click or tap here to enter text.</a></p>	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> 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.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Willing to provide GAIN/START participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p>

Bidder certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

## REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ PREFERENCE NOT REQUESTED

**OR**

☐ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.204</a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#">LACC 2.205</a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#">LACC 2.211</a>

**Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**

## DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Bidder's Name: \_\_\_\_\_

1. DEBARMENT HISTORY (Check one)		YES	NO
Bidder is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Bidder has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

## COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

### Section 1: FIRM/ORGANIZATION INFORMATION

Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

### Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area will be at the Director's sole judgment and their judgment will be final.



**REQUIRED FORM 5**  
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE	REFERENCE	TITLE	REFERENCE
<b>1 FIRM/ORGANIZATION INFORMATION</b>	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.	<b>2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.
<b>Total Number of Employees in California:</b>			
<b>Total Number of Employees (including owners):</b>			
<b>Race/Ethnic Composition of Firm.</b> Enter the make-up of Owners/Partners/Associate Partners into the following categories:		<input type="checkbox"/> Check if not applicable	
Race/Ethnic Composition	Owners/Partners/ Associate Partners	Agency Name	Minority
	Percentage of how ownership of the firm is distributed	Women	Disadvantaged
	Male      Female	Disabled Veteran	LGBTQQ
Black/African American	%      %		
Hispanic/Latino	%      %		
Asian or Pacific Islander	%      %		
Native Americans	%      %		
Subcontinent Asian	%      %		
White	%      %		

### MINIMUM MANDATORY REQUIREMENTS

Bidder acknowledges and certifies that it meets and will comply with the Bidder's Minimum Mandatory Requirements indicated below and as stated in Paragraph 3.0, of this Invitation for Bids (IFB).

No.	Minimum Mandatory Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	<b>3.1</b> 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.	<input type="checkbox"/>	<input type="checkbox"/>
2	<b>3.2</b> 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.	<input type="checkbox"/>	<input type="checkbox"/>
3	<b>3.3</b> Bidder must be able to demonstrate capability to deliver technical system requirements as stated in Appendix B, SOW, Section 6.7 - Secured Web-Based Referral System.	<input type="checkbox"/>	<input type="checkbox"/>
4	<b>3.3.1</b> 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.	<input type="checkbox"/>	<input type="checkbox"/>
5	<b>3.3.2</b> 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. Should be 24/7 every calendar day). Every fifteen minutes will be flexible (more or less) due to the transaction's processing time and performance.	<input type="checkbox"/>	<input type="checkbox"/>
6	<b>1.</b> Bidder must be able to receive the encrypted transaction file from Web API (REST/JSON) secured web services.	<input type="checkbox"/>	<input type="checkbox"/>

7	<b>2.</b> Bidder must be able to decrypt the DCFS electronic referral encrypted transaction file using Advanced Encryption Standard (AES) and should comply with the County, and departmental data transfer security guidelines.	<input type="checkbox"/>	<input type="checkbox"/>
8	<b>3.4</b> Bidder must be able to provide a reliable/scalable 24/7 web-based system for drug test results as stated in Appendix B, SOW, Section 16.1 – Test Results.	<input type="checkbox"/>	<input type="checkbox"/>
9	<b>3.4.1</b> 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. (Should be 24/7 every calendar day)	<input type="checkbox"/>	<input type="checkbox"/>
10	<b>3.5</b> If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs 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 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.	<input type="checkbox"/>	<input type="checkbox"/>
11	<b>3.6</b> Bidders must not have any unresolved noncompliance or performance issue(s) listed in the Contract Alert Reporting Database (CARD) or any unresolved findings reflecting past performance history related to any County, State, federal, or out of-state government contracts. Bidder (Prospective Contractor) must disclose any such non-compliance findings that can be construed as being unresolved in Appendix B, Required Forms, Form 20, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties.	<input type="checkbox"/>	<input type="checkbox"/>
12	<b>3.7</b> Bidders must be Systems and Organization Controls 2 (SOC II) Certified and provide a copy of their SOC II Certification.	<input type="checkbox"/>	<input type="checkbox"/>
13	<b>3.8</b> Bid must be submitted by the bid due date and time identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).	<input type="checkbox"/>	<input type="checkbox"/>

## LIST OF REFERENCES

**Bidder's Name:**

Provide five (5) references for the same or similar scope of services that were provided by the Bidder during the previous five (5) years. References will be used for review purposes and to validate Bidder meets the Minimum Mandatory Requirements stated in the IFB. Bidder may also provide five (5) additional references in the event that a reference is non-responsive. It is the Bidder's responsibility to ensure accuracy of the information provided below. County may utilize any reference provided by Bidder (including Public Agencies listed below). Use additional pages if required.

### 1. REFERENCES – PUBLIC AND PRIVATE

SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

**2. PUBLIC AGENCIES** (All contracts with other governmental agencies including the County of Los Angeles must be listed)

SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
FIRM NAME: _____	FIRM NAME: _____
ADDRESS: _____	ADDRESS: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
FIRM NAME: _____	FIRM NAME: _____
ADDRESS: _____	ADDRESS: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

SERVICE TYPE: _____	SERVICE TYPE: _____
CONTRACT TERM: _____	CONTRACT TERM: _____
CONTRACT AMT: _____	CONTRACT AMT: _____
FIRM NAME: _____	FIRM NAME: _____
ADDRESS: _____	ADDRESS: _____
CONTACT: _____	CONTACT: _____
TELEPHONE: _____	TELEPHONE: _____
E-MAIL: _____	E-MAIL: _____

**SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES IFB #22-0064**

**BID PRICES/PRICING SCHEDULE**

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.

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

Prices quoted by Bidder/Contractor includes all applicable charges and costs associated with Specimen Collection and 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/Contract.

Prices quoted shall be firm-fixed and guaranteed for the Contract term, beginning on the start date of the Contract.

All prices quoted and bid by Bidder/Contractor include all charges and costs associated with the delivery of all aspects of this proposed contract, including, but not limited to all aspects of electronic receipt of referrals, sample collection (all Clients need to be able to test at any and all Collection Sites), chain of custody, screening, confirmation of positive results, storage, administration, direct and indirect costs, and any other costs necessary to properly complete all requirements and scope of services as outlined in the Contract terms and conditions, the Statement of Work and all exhibits and elsewhere in this IFB/Contract.

Bidder/Contractor's bid prices shall also incorporate but not be limited to:

- All Labor costs for all required services;
- All Materials, delivery of all of the required services, collection site and any other supplies, and other identifiable costs for all proposed contracted services;
- All applicable taxes, not limited to sales taxes;
- Costs of all required insurance;
- Costs associated with the daily electronic confirmation of timely updating of the outgoing message and timely completion of receipt and processing all samples collected and timely provision of accurate results;
- Costs of all information technology security, requirements, not limited to the initial and periodic completion of the Vendor Cyber Security Assessment, including the SOC II report; and
- Costs of any and all other requirements necessary to deliver all components and aspects of the services detailed in the IFB/Contract.

There are four (4) pricing categories:

- Table I: Urine Testing for Alcohol
- Table II: Urine Testing for BOTH Alcohol and Drugs
- Table III: D/L Isomer Tests
- Table IV: Special Tests

Bidder/Contractor's Overall Total Cost, as calculated in Table V, will be 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 specimen collection for drug and alcohol testing may vary from month to month. Bidder/Contractor must indicate its price by completing the five tables and signature block below:

Instructions for Tables I through III:

Column A contains the BIDDER/CONTRACTOR'S COST PER SAMPLE of the specified test. Column B is the COUNTY'S PROJECTED ANNUAL VOLUME for each test category. Bidder/Contractor to multiply BIDDER/CONTRACTOR'S COST PER SAMPLE in Column A by the COUNTY'S PROJECTED ANNUAL VOLUME in Column B to reach TOTAL COST in Column C.

**TABLE I: URINE TESTING FOR ALCOHOL**

<b>A</b>	<b>B</b>	<b>C</b>
BIDDER/CONTRACTOR'S COST PER SAMPLE	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (A x B = C)
\$	200	\$

**TABLE II: URINE TESTING FOR BOTH ALCOHOL AND DRUGS**<sup>\*</sup>

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

Statement of Work, Section 3.0 Definitions, Sub-Section 3.24 states:

“National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs” also known as the Standard Panel are as follows:

<b>Standard Panel</b>	
<b>Five Panel Drug Test:</b>	<b>Other Drugs:</b>
<ul style="list-style-type: none"> <li>• Opiate Panel: Morphine, Codeine &amp; Hydrocodone (Vicodin);</li> <li>• Amphetamines: Amphetamine, Methamphetamine &amp; MDMA (Ecstasy);</li> <li>• Cocaine Metabolites;</li> <li>• Cannabinoids (Marijuana); and</li> <li>• Phencyclidine (PCP)</li> </ul>	<ul style="list-style-type: none"> <li>• Hydromorphone</li> <li>• Oxycodone</li> <li>• Heroin</li> <li>• Methadone</li> <li>• Zolpidem; and</li> <li>• Benzodiazepine (Alprazolam, Clonazepam, Lorazepam, Diazepam, Iazepam, Oxazepam, and Temazepam)</li> <li>• Fentanyl</li> </ul>

**TABLE III: URINE TESTING FOR D/L ISOMER TEST**

<b>A</b>	<b>B</b>	<b>C</b>
BIDDER/CONTRACTOR'S COST PER SAMPLE	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (A x B = C)
\$	2000	\$



### Instructions for Table IV:

Bidder/Contractor to add BIDDER/CONTRACTOR'S COST PER SAMPLE per type in each field (cell) of the six (6) columns (e.g., In County and Out of County) for each drug listed in the table below. Upon inputting the BIDDER/CONTRACTOR'S COST PER SAMPLE, bidder/contractor to add the costs across for each drug and input the "TOTAL" per drug in the far right column. Additionally, Bidder/Contractor to add the "TOTAL COST PER DRUG" down and input in the "GRAND TOTAL" row.

#### TABLE IV: SPECIAL TESTS

		TYPE						
DRUG		URINE IN COUNTY COST PER SAMPLE	URINE OUT OF COUNTY COST PER SAMPLE	BLOOD IN COUNTY COST PER SAMPLE	BLOOD OUT OF COUNTY COST PER SAMPLE	HAIR IN COUNTY COST PER SAMPLE	HAIR OUT OF COUNTY COST PER SAMPLE	TOTAL COST PER DRUG
1.	Standard Panel							
2.	Toluene Testing							
3.	Psilocybin							
4.	Ethyl Glucuronide (ETG)							
5.	Ketamine							
6.	Buprenorphine (BUP)							
7.	Topamax							
8.	Spice							
9.	Nitrous Oxide							
GRAND TOTAL								
TOTAL AVERAGE COST (GRAND TOTAL / 54 (NUMBER OF FIELDS)) For Column C in Table V below								

**Instructions for Table V:**

Column A: Bidder/Contractor to input "GRAND TOTAL" from Table IV. Column

B: (County use only)

Column C: Bidder/Contractor to input "AVERAGE COST OF THE SPECIAL TESTS" from Table IV.

Column D: (County use only)

Column E: Bidder/Contractor to multiply AVERAGE COST OF SPECIAL TESTS in Column C by the COUNTY'S PROJECTED ANNUAL VOLUME in Column D to reach TOTAL COST in Column E.

**TABLE V: SPECIAL TESTS COST**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
GRAND TOTAL (from Table IV)	NUMBER OF FIELDS	AVERAGE COST OF THE SPECIAL TESTS (from Table IV)	COUNTY'S PROJECTED ANNUAL VOLUME	TOTAL COST (C x D)
	54		500	

NOTE: 1) County's Projected Annual Volume for Tables I through III and V are based on 2022/2023 data.

2) County reserves the right to correct mathematical errors.

**TO BE COMPLETED BY THE COUNTY**

<b>BIDDER/CONTRACTOR'S OVERALL TOTAL COST</b>	
<b>Total Cost for Table I</b>	<b>\$</b>
<b>Total Cost for Table II</b>	<b>\$</b>
<b>Total Cost for Table III</b>	<b>\$</b>
<b>Total Cost for Table IV</b>	<b>N/A</b>
<b>Total Cost for Table V</b>	<b>\$</b>
<b>OVERALL TOTAL COST</b> (Table I + Table II + Table III + Table V)	<b>\$</b>

I, \_\_\_\_\_ (Printed Name of Authorized Personnel), an authorized agent of \_\_\_\_\_ (Name of Bidder/Contractor), hereby certify that \_\_\_\_\_ (Name of Bidder/Contractor), 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: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS  
(45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Bidder/Proposer/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Bidder/Proposer/Contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Bidder/Proposer/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid/proposal/contract is submitted for assistance in obtaining a copy of those regulations.
4. Bidder/Proposer/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Bidder/Proposer/Contractor further agrees by submitting this bid/proposal/contract that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Bidder/Proposer/Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Bidder/Proposer/Contractor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Bidder/Proposer/Contractor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Bidder/Proposer/Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Bidder/Proposer/Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Bidder/Proposer/Contractor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Bids/Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Bidder/Proposer/Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

**DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-10 IS TRUE AND CORRECT.**

PRINT NAME: _____	TITLE:
SIGNATURE:	DATE:

**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 BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH 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)

**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
		Ph:				
		E-Mail:				
		Ph:				
		E-Mail:				
		Ph:				
		E-Mail:				
		Ph:				
		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



**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
		Ph:					
		E-Mail:					
		Ph:					
		E-Mail:					
		Ph:					
		E-Mail:					
		Ph:					
		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

## 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 Business Address

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 \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION**

Contract Number: \_\_\_\_\_

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

**CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.**

**Organization  
Name:**

**Contact Person:**

**Address**

**City, State, Zip:**

**Telephone:**

**Facsimile:**

**E-Mail Address:**

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

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

**Name:**

**Title:**

**Address:**

**Telephone:**

**Facsimile:**

**E-Mail**

**Address:**

**Name:**

**Title:**

**Address:**

**Telephone:**

**Facsimile:**

**E-Mail**

**Address:**

**IF THERE ARE ANY CHANGES, A NEW CERTIFIED STATEMENT OF INFORMATION MUST BE SUBMITTED TO:**

**DCFS Contracts Administration**  
**Attn: Contract Analyst 510 S. Vermont Ave., 14th Floor Mail room**  
**Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

---

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

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.)

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

**LIST OF BIDDER’S COMMITMENTS**

List commitments and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder’s ability to perform the contract. These commitments are other than current contract(s) listed in Required Form 13 and Required Form 19.

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**

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



## 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.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>E-Mail:</b>
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>E-Mail:</b>
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>E-Mail:</b>
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>E-Mail:</b>
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>E-Mail:</b>
Name or Contract No.	# of Years / Term of Contract	Type of Service		Dollar Amt.

**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

**EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder 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.

CERTIFICATION	YES	NO
1. Bidder has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

---

Signature

---

Date

---

Name and Title of Signer (please print)

## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME \_\_\_\_\_

### GENERAL INFORMATION:

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

### CONTRACTOR ACKNOWLEDGEMENT:

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

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

### CONFIDENTIALITY AGREEMENT:

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

**Required Form 22A  
(Exhibit F-1)**

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## 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: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

## 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: \_\_\_\_\_

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION &  
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



**OFFER TO PERFORM AND ACCEPTANCE OF TERMS AND CONDITIONS**  
**SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES**  
**(IFB # 22-0064)**

\_\_\_\_\_(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

**COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Bidder/Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5. 200 Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1). Will County data stored on your workstation(s) be encrypted?	<input 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*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

---

Bidder/Contractor Name

---

Bidder/Contractor Official Title

---

Official's Signature

---

Date

**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 the Authorized Person Responsible for  
Submission of the Bid/Contract to the County

---

Date

---

Name and Title of the Authorized Person Responsible for Submission of the  
Bid/Contract to the County

## Vendor Cyber Risk Assessment Questionnaire

	A	B	C	D	E	F	G	H	I
1									
2									
3	<b>Data Classification</b>				<b>Public</b>	<b>Internal Use</b>	<b>Confidential</b>	<b>Restricted</b>	
4	<b>Record Volume</b> Estimated Number of Records of Each Classification		<b>None</b> (No records in this classification) <b>Low</b> (less than 10,000 records) <b>Moderate</b> (10,000 to 250,000 records) <b>High</b> (250,000 to 1,000,000 records) <b>Very High</b> (More than 1,000,000 records)						
5									
6	<b>Organization</b>					<b>If "No" Explain</b>			
7			Will your organization sign a contract for services?						
8			Does your organization have an Information Security officer or an executive level individual responsible for ensuring the organizations information security?						
9			Does your organization have a privacy officer or an executive level individual responsible for ensuring the organizations information privacy practices?						
10			Does your organization have a privacy program?						
11			Are your privacy policies made available for anyone that is interested in reviewing them, such as posted on your organizational website?						
12			Does your organization have clearly defined processes to report a breach of PII, PHI or other sensitive and/or confidential information?						
13			Are all employees familiar with the process of reporting a breach of PII, PHI or other sensitive and/or confidential information?						
14									
15	<b>NIST CSF Factors</b>								
16	<b>Function and Category</b>		<b>Question</b>			<b>Response</b>	<b>Partial %</b>	<b>Briefly Explain</b>	
17	<b>Identify</b>	<b>Asset Management:</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy.	1	Are all devices on the network inventoried so that only authorized devices are given access?					
18			2	Are all devices on the network centrally managed in some fashion allowing device administration?					
19			3	Are unauthorized devices prevented from gaining access?					
20			4	Is all software and software platforms on the network inventoried?					
21			5	Do you have a list of authorized software?					
22			6	Is all software on the network actively managed so that only authorized software is installed and allowed to execute?					
23			7	Do you have an exception process to allow software that is not generally authorized to execute?					
24			8	Do you protect information differently based on its relative value and important to the organization?					
25			9	Do you protect information differently based on its sensitivity classification?					
26			10	Are all organizational communication and data flows mapped?					
27			11	Are all external information systems catalogued (SaaS, PaaS, etc.)?					
28			12	Resources (e.g., hardware, devices, data, and software) are prioritized based on their classification, criticality, and business value.					
29			13	Are cybersecurity roles and responsibilities for the entire workforce established and documented?					
30			14	Are cybersecurity roles and responsibilities enforced for the entire workforce?					
31			15	Are cybersecurity roles and responsibilities for third-party stakeholders (e.g., suppliers, customers, partners) established and documented?					
32			16	Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners defined in contract language?					
33			17	Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners enforced?					
34		<b>Business Environment:</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	18	Has the organization's role in the supply chain been identified and communicated to appropriate staff?					
35			19	Do policies and procedures reflect what your industry considers prudent and reasonable?					
36			20	Are your policies and applicable procedures communicated to appropriate staff?					
37			21	Are your policies and applicable procedures communicated to third-party stakeholders (e.g., suppliers, customers, partners) as appropriate to the relationship?					
38			22	Is the organization's place in critical infrastructure and its industry sector identified in the policies and procedures associated with the organization's protection of its critical infrastructure?					
39			23	Are the priorities for organizational mission, objectives, and activities established and communicated to all applicable stakeholders?					
40			24	Are critical functions and their dependencies for delivery of critical services identified and documented?					
41			25	Are resilience requirements to support delivery of critical services documented in a continuity management plan?					

	A	B	C	D	E	F	G	H	I
42	Protect	<b>Governance:</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	26	Are organizational information security policies established?					
43			27	Are organizational information privacy policies established?					
44			28	Are information security roles and responsibilities incorporated into staff position descriptions?					
45			29	Are information security roles and responsibilities incorporated into third-party stakeholder (e.g., suppliers, partners) contracts?					
46			30	Are legal and regulatory cybersecurity requirements understood and satisfied? (i.e. privacy, data breach notification laws, PCI, HIPAA, GLBA, FRPA, FISM, etc.)					
47			31	Are all the necessary organizational <u>governance</u> components (people, processes, and technologies) in place to address cybersecurity risks?					
48			32	Are all the necessary organizational <u>risk management</u> components (people, processes, and technologies) in place to address cybersecurity risks?					
49		<b>Risk Management Strategy:</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	33	Do you have a risk management program?					
50			34	Do your organizational stakeholders actively participate in risk management?					
51			35	Do you know your organizations risk tolerance?					
52			36	Is the organization's determination of risk tolerance informed by its industry?					
53		<b>Risk Assessment:</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	37	Does your Risk Assessment methodology identify and document vulnerabilities focusing on physical assets related to information processing?					
54			38	Does your Risk Assessment methodology identify and document vulnerabilities focusing on logical assets related to information processing?					
55			39	Is threat and vulnerability information received from information sharing forums and sources?					
56			40	Are threats to information assets from internal sources identified, documented, and reviewed?					
57			41	Are threats to information assets from external sources identified, documented, and reviewed?					
58			42	Does your Risk Assessment methodology identify the likelihood that a given threat could take advantage of a vulnerability?					
59			43	In your Risk Assessment methodology are potential business impacts evaluated?					
60			44	Are you using a structured risk determination process incorporating threats, vulnerabilities, likelihoods, and impacts?					
61			45	Once identified are risk responses identified and prioritized?					
62		<b>Supply Chain Risk Management:</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	46	Are cyber supply chain risk management processes identified, established, assessed, managed, and agreed to by organizational stakeholders?					
63			47	Are suppliers and third party partners of information systems, components, and services identified, prioritized, and assessed using a cyber supply chain risk assessment process?					
64			48	Are contracts with suppliers and third-party partners used to implement appropriate measures designed to meet the objectives of an organization's cybersecurity program and Cyber Supply Chain Risk Management Plan?					
65			49	Are suppliers and third-party partners routinely assessed using audits, test results, or other forms of evaluations to confirm they are meeting their contractual obligations?					
66			50	Are response and recovery planning and testing conducted with suppliers and third-party providers?					
67	Protect	<b>Identity Management, Authentication and Access Control:</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	51	Are logical identities and credentials managed for authorized users?					
68			52	Are logical identities and credentials managed for authorized devices and/or service accounts?					
69			53	Is access to physical facilities where information assets are located managed for authorized individuals?					
70			54	Is remote access to digital assets managed and protected?					
71			55	Are logical access permissions managed incorporating the principle of least privilege?					
72			56	Are logical access permissions managed incorporating the principle of separation of duties?					
73			57	Are physical access permissions managed by incorporating the principle of least privilege?					
74			58	Are physical access permissions managed by incorporating the principle of separation of duties?					
75			59	Is network integrity protected by incorporating network segregation where ever appropriate?					
76			60	Is proof of identity of users is established and bound to authentication credentials?					
77		<b>Awareness and Training:</b> The organization's personnel and partners are provided cybersecurity awareness education and are adequately trained to perform their information security-related duties and responsibilities consistent with related policies, procedures, and agreements.	61	Are users, devices, and other assets authenticated (e.g., single-factor, multifactor) commensurate with the risk of the transaction (e.g., individuals' security and privacy risks and other organizational risks)?					
78			62	Are all users are informed and trained on topics of Information Security?					
79			63	Do users with privileged or elevated access understand their roles and responsibilities regarding information security					
80			64	Do third-party stakeholders, suppliers, customers, and/or partners thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?					
81			65	Do senior executives thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?					
82			66	Do information security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?					
83			67	Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?					
84			68	Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect protection of facilities from physical threats, vulnerabilities and risks?					

	A	B	C	D	E	F	G	H	I
85		<b>Data Security:</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	69	Is data at rest protected appropriate to its sensitivity?					
86			70	Is data in transit protected appropriate to its sensitivity?					
87			71	Are digital assets (data/information/software) formally managed throughout its life cycle?					
88			72	Are physical information assets (hardware) formally managed throughout their life cycle?					
89			73	Do you conduct capacity management of all critical systems to ensure availability?					
90			74	Are protections and access controls in place to protect against data leakage?					
91			75	Are integrity checking mechanisms such as digital signatures and hash verification used to verify software, firmware, and information integrity?					
92			76	Are development and testing environments separate from production environments?					
93			77	Are integrity checking mechanisms used to verify the integrity of hardware?					
94		<b>Information Protection Processes and Procedures:</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	78	Are baseline configurations and hardening measures for information technology systems (workstations, servers, infrastructure) created and maintained?					
95			79	Are baseline configurations and hardening measures for industrial control systems created and maintained?					
96			80	Is a Development Life Cycle implemented to manage enterprise systems such as ERP, email, HR, or Finance (hardware, software, infrastructure, documentation)?					
97			81	Is a Software Development Life Cycle implemented to manage in-house developed applications?					
98			82	Is an Acquisition Life Cycle implemented to manage COTS software?					
99			83	Is an Acquisition Life Cycle implemented to manage PaaS and SaaS?					
100			84	Do you have a change management process?					
101			85	Do you perform backups of all systems regularly?					
102			86	Do you regularly test backup media for accuracy and effectiveness?					
103			87	Does the physical access to centrally stored (data center/closet) information assets meet applicable policy and/or regulation?					
104			88	Does the physical access to distributed (workstations) information assets meet applicable policy and/or regulation?					
105			89	Does the physical operating environment protect assets according to applicable policy and/or regulation?					
106			90	Is data destroyed as required and following appropriate destruction process and timeframes?					
107			91	Do you continuously review and improve protection processes and procedures?					
108			92	Is the effectiveness of protection technologies shared with appropriate parties to improve the information security program?					
109			93	Are Incident Response plan(s) in place and managed?					
110			94	Are Incident Recovery plan(s) in place and managed?					
111			95	Are Business Continuity plan(s) in place and managed?					
112			96	Are Disaster Recovery plan(s) in place and managed?					
113			97	Are response and recovery plans regularly reviewed and revised?					
114			98	Are response and recovery plans regularly tested?					
115		<b>Maintenance:</b> Maintenance and repairs of industrial control and information system components is performed consistent with policies and procedures.	99	Do human resources practices include cyber security concerns such as screening, onboarding and de-provisioning?					
116			100	Is cybersecurity education and awareness provided to workforce members and appropriately targeted by role within the organization?					
117			101	Do you have an effective vulnerability management strategy?					
118			102	Is the maintenance and repair of information assets performed in a timely manner by authorize individuals following manufacturer specifications?					
119			103	Are accurate records of maintenance and repair of information assets kept?					
120			104	Is the maintenance and repair of information assets performed and using approved and controlled software?					
121			105	Is remote maintenance and repair of information assets approved and performed in a manner that prevents unauthorized access?					
122			106	Are accurate records of remote maintenance and repair of information assets kept?					
123		<b>Protective Technology:</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	107	Are audit logs retained in accordance established procedure?					
124			108	Are audit logs regularly reviewed in accordance established procedure?					
125			109	Are paper records protected and restricted according established procedure?					
126			110	Is removable media such as flash drives protected and restricted according to established procedure?					
127			111	Is information on mobile devices protected and restricted according to established procedure?					
128			112	The principle of least privileged is incorporated in the access control of systems and assets.					
129			113	The principle of least functionality is incorporated in the access to systems and assets.					
130			114	Is the network managed and controlled to protect information in systems and applications?					
131			115	Are mechanisms such as fail-safes, load balancing, hot swap implemented to achieve resilience requirements during normal and adverse situations?					
132	<b>Detect</b>	<b>Anomalies and Events:</b> Anomalous activity is detected in a timely manner and the potential impact of events is understood.	116	Is a baseline of network operations and expected data flows for users and systems established and managed to identify anomalous activities?					
133			117	Are detected events analyzed and researched to understand attack targets and methods?					
134			118	Is event data aggregated and correlated from multiple sources and sensors using systems such as SIEM, IDS/IPS, log review and endpoint events?					
135			119	When detected, Is the impact of events from anomalous activity proactively determined and managed?					
136			120	Are incident alert thresholds established and managed in order to detect anomalous activity?					
137			121	Are incident alert thresholds established and managed to minimize false positives and negatives?					

	A	B	C	D	E	F	G	H	I
138				122 Is the network monitored to detect potential cybersecurity events?					
139				123 Is the physical access controls incorporated into procedures, where appropriate, detect potential cybersecurity events?					
140				124 Is user activity monitored to detect potential cybersecurity events?					
141				125 Are people, processes and technologies in place to detect malicious code?					
142				126 Are appropriate systems in place to detect unauthorized mobile code?					
143				127 Is external service provider activity monitored to detect potential cybersecurity events?					
144				128 Is monitoring performed to detect unauthorized users?					
145				129 Is monitoring performed to detect unauthorized externa network or system connections?					
146				130 Is monitoring performed to detect unauthorized devices connecting to the network?					
147				131 Is monitoring performed to detect unauthorized software?					
148				132 Are vulnerability scans performed regularly?					
149				133 Are roles and responsibilities for detection well defined to ensure accountability?					
150				134 Do detection activities comply with all applicable legal, regularity, and/or customer requirements?					
151				135 Are detection processes and or procedures regularly tested?					
152				136 Is event detection information communicated to appropriate internal and external parties?					
153				137 Are detection processes regularly reviewed and improved?					
154									
155				138 Are response plans executed at the time of an event?					
156									
157				139 Do personnel know their roles and what they should do when a response is needed?					
158				140 Does everyone within the organization know how, when and to whom to report an event?					
159				141 Is information shared with internal parties consistent with the response plans?					
160				142 Is information shared with external parties consistent with the response plans?					
161				143 Does coordination with stakeholders occur and is it consistent with response plans?					
162				144 Does voluntary information sharing occur with external parties to achieve broader cybersecurity situational awareness?					
163				145 Are notifications from detection systems monitored, analyzed and investigated?					
164				146 Are the impacts of the incidents clearly understood?					
165				147 Is forensics performed to determine root cause or preserve management options for sanctions such as prosecution or disciplinary action?					
166				148 Are incidents reviewed and categorized?					
167				149 Are response plans appropriate to the incident categorization?					
168				150 Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal sources (e.g. internal testing, employee notifications, etc.)?					
169				151 Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from external sources (e.g. security bulletins, security researchers, etc.)?					
170				152 Are incidents contained consistent with response plans?					
171				153 Are incidents mitigated consistent with response plans?					
172				154 Are all vulnerabilities mitigated or documented as accepted risks?					
173									
174				155 Do response plans incorporate lessons learned?					
175				156 Are response plans reviewed and updated regularly?					
176									
177				157 Are recovery plans executed after an event?					
178				158 Do recovery plans incorporate lessons learned?					
				159 Are recovery plans reviewed and updated regularly?					
				160 Are public relations managed to protect the organizations reputation?					
				161 After an event is the organizations reputation analyzed and efforts taken to repair?					
				162 Are recovery activities communicated to appropriate internal stakeholders such as executive and management teams?					

**BUSINESS ENTITY DOCUMENTS**

Insert Business Entity Structure Documents here.

**Please refer to IFB Section:**

**7 INVITATION FOR BIDS (IFB) REQUIREMENTS**

**7.6 Bid Format**



**SECRETARY OF STATE FILINGS – STATEMENT OF INFORMATION**

Insert certified original Statement of Information.

**Please refer to IFB Section:**

**7            INVITATION FOR BIDS (IFB) REQUIREMENTS**

**7.6      Bid Format**

**COPIES OF LICENSES AND PERMITS REQUIRED  
FOR  
SPECIMEN 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.

**Please refer to IFB Section:**

**7 INVITATION FOR BIDS (IFB) REQUIREMENTS**

**7.6 Bid Format**

## **FINANCIAL CAPABILITY**

Insert most current and prior two (2) fiscal years financial statements; total of three (3) financial statements.

**Please refer to IFB Section:**

### **7 INVITATION FOR BIDS (IFB) REQUIREMENTS**

#### **7.6 Bid Format**

## SAMPLE LINE ITEM BUDGET AND BUDGET NARRATIVE

BIDDER/CONTRACTOR: \_\_\_\_\_ 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		

<b>TOTAL DIRECT COSTS</b>	
---------------------------	--

## 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	
---------------------	--

**PROOF OF INSURABILITY**

Please insert insurance documents.

**Please refer to IFB Section:**

**7 INVITATION FOR BIDS (IFB) REQUIREMENTS**

**7.6 Bid Format**

**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/Email \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

# APPENDIX C, D

## **Appendix**

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation



## SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

***Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

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

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

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

<b><i>For County use only</i></b>
-----------------------------------

Date SRR Request Received by County: _____ Date Solicitation Released: _____
--

Reviewed by: _____
--------------------

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

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 Proposer 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 Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

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**

### **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*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <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 D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.**

## Specimen Collection and Drug and Alcohol Testing Services Invitation for Bids (IFB) CMS #22-0064

### Sample Format to submit written questions

(ADDITIONAL QUESTIONS: ADD PAGES, DUPLICATE THE FORMAT BELOW, AND NUMBER ACCORDINGLY)

**NAME OF PROSPECTIVE  
CONTRACTOR**

\_\_\_\_\_  
Legal name followed by any fictitious name (doing business as)

**1. Please check below to indicate the part of the IFB that prompt this question:**

- ☐ PARAGRAPH 1: SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS; ☐ PARAGRAPH 2: GENERAL INFORMATION;  
☐ PARAGRAPH 3: BIDDER'S MINIMUM QUALIFICATIONS ☐ PARAGRAPH 4: COUNTY'S RIGHTS AND RESPONSIBILITIES;  
☐ PARAGRAPH 5: NOTIFICATION TO BIDDERS; ☐ PARAGRAPH 6: COUNTY'S PREFERENCE PROGRAMS; ☐ PARAGRAPH 7:  
 INVITATION FOR BIDS (IFB) REQUIREMENTS; ☐ PARAGRAPH 8: SELECTION PROCESS OVERVIEW; ☐ PARAGRAPH 9: PROTEST  
 PROCESS OVERVIEW; ☐ APPENDIX A: SAMPLE CONTRACT; ☐ APPENDIX B: REQUIRED FORMS AND DOCUMENTS; ☐ APPENDIX C:  
 TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENT REVIEW; ☐ APPENDIX D: BACKGROUND AND RESOURCES;  
☐ APPENDIX E: SAMPLE FORMAT TO SUBMIT WRITTEN QUESTIONS ☐ APPENDIX F: SPECIMEN COLLECTION AND DRUG AND ALCOHOL  
 TESTING SERVICES OUTCOME DATA

IFB Paragraph #, Appendix #, Section #, Page # \_\_\_\_\_

Please enter the language that prompted your question here: →	
Please enter your question here: →	

**2. Please check below to indicate the part of the IFB that prompt this question:**

- ☐ PARAGRAPH 1: SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS; ☐ PARAGRAPH 2: GENERAL INFORMATION;  
☐ PARAGRAPH 3: BIDDER'S MINIMUM QUALIFICATIONS ☐ PARAGRAPH 4: COUNTY'S RIGHTS AND RESPONSIBILITIES;  
☐ PARAGRAPH 5: NOTIFICATION TO BIDDERS; ☐ PARAGRAPH 6: COUNTY'S PREFERENCE PROGRAMS; ☐ PARAGRAPH 7:  
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IFB Paragraph #, Appendix #, Section #, Page # \_\_\_\_\_

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## Specimen Collection and Drug and Alcohol Testing Services Invitation for Bids (IFB) CMS #22-0064

### Sample Format to submit written questions

(ADDITIONAL QUESTIONS: ADD PAGES, DUPLICATE THE FORMAT BELOW, AND NUMBER ACCORDINGLY)

**NAME OF PROSPECTIVE  
CONTRACTOR**

\_\_\_\_\_  
Legal name followed by any fictitious name (doing business as)

**1. Please check below to indicate the part of the IFB that prompt this question:**

- ☐ PARAGRAPH 1: SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS; ☐ PARAGRAPH 2: GENERAL INFORMATION;  
☐ PARAGRAPH 3: BIDDER'S MINIMUM QUALIFICATIONS ☐ PARAGRAPH 4: COUNTY'S RIGHTS AND RESPONSIBILITIES;  
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IFB Paragraph #, Appendix #, Section #, Page # \_\_\_\_\_

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**2. Please check below to indicate the part of the IFB that prompt this question:**

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IFB Paragraph #, Appendix #, Section #, Page # \_\_\_\_\_

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Please enter your question here: →	

