Attachment B



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PHAMATECH INC.

FOR

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

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CONTRACT FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

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- C Contractor's Line Item Budget
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- F Contractor's Administration
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UNIQUE EXHIBITS

Forms Required at Completion of the Contract when the work Involved Intellectual Property Developed/Designed by the Contractor

- J Charitable Contributions Certification
- K Auditor-Controller Contract Accounting and Administration Handbook
- L Federal Award Information (2CFR 200.331)
- M NAT Phonetic Alphabet

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND PHAMATECH, INC. FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER <u>082021</u>

This Contract and Exhibits made and entered into this <u>3</u> day of <u>August</u> 2021 by and between the County of Los Angeles, hereinafter referred to as County and Phamatech, Inc., hereinafter referred to as Contractor.

RECITALS

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

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

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

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

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

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and

for good and valuable consideration, the parties agree to the following:

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 Exhibit A Statement of Work
- 1.2 Exhibit B Pricing Schedule
- 1.3 Exhibit C Contractor's Line Item Budget
- 1.4 Exhibit D Contractor's EEO Certification
- 1.5 Exhibit E County's Administration
- 1.6 Exhibit F Contractor's Administration
- 1.7 Exhibit G Forms Required at the Time of Contract Execution
- 1.8 Exhibit H Jury Service Ordinance
- 1.9 Exhibit I Safely Surrendered Baby Law

Unique Exhibits:

- 1.10 Exhibit J Charitable Contributions Certification
- 1.11 Exhibit K Auditor-Controller Contract Accounting and Administration Handbook
- 1.12 Exhibit L Federal Award Information (2CFR 200.331)

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

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

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

- **2.14 Subcontract:** A Contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- **2.15 State:** means the government of California.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on <u>August 1, 2021</u> through <u>July 31, 2022</u> with an additional six months, through <u>January 31, 2023</u>, if the additional time is necessary to complete a solicitation or negotiation of a new contract.
- 4.2 The County shall have the possibility to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor, and executed by the Contractor and by the Board of Supervisors or Director of DCFS if the Board of Supervisors has delegated the authority to do so.
- 4.3 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.
- 4.4 The County shall have the sole option to extend this Contract term for up to one (1) additional one-year period and an additional six-month extension if the additional time is necessary to complete a solicitation or negotiation of a new contract, for a maximum total Contract term of two (2) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the (Board of Supervisors or the Director or his/her designee as authorized by the Board of Supervisors). The County maintains databases that track/monitor contractor performance history. Information entered

into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.5 The Contractor shall notify DCFS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit E County's Administration.
- 4.6 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract.

5.0 CONTRACT SUM

5.1 The Maximum Contract Amount for this contract is **\$4,039,360**.

5.1.1 The Maximum Annual Contract Amount from <u>August 1, 2021</u> through <u>July 31, 2022</u> is <u>\$4,039,360.</u>

- 5.1.2 The Maximum Contract Amount for the additional six (6) months from <u>August 1, 2022</u> through <u>January 31, 2023</u> if additional time is necessary to complete a solicitation or negotiation of a new contract is <u>\$2,019,680</u>.
- 5.2 The Contractor shall 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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall 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 shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any Amendments thereto.
- 5.5.2 Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Amount between personnel, employee benefits, supplies and expenses, equipment, and travel line items of Contractor's approved Budget each Contract year. Contractor shall submit such Budget Modifications to the County Program Manager. Budget Modifications shall be signed and dated by Contractor's authorized representative.
 - 5.5.2.1 Contractor shall request County's approval in writing for any reallocation greater than five (5) percent of the Maximum Annual Contract Amount of the budget approved by the County. In any event, such revisions shall not result in any increase in the Maximum Contract Amount. Such requests to County shall be addressed to the County Program Manager.
- 5.5.3 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last

day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor 's final invoice.

- 5.5.3.1 CONTRACTOR shall submit a hard-copy and an electronic copy of the invoice via email as referenced by Exhibit A-8, Sample of Vendor Invoice, to CPM and DCFS Finance Division for services rendered in the previous month. CONTRACTOR shall format the invoice in a manner as determined by COUNTY and CPM. In addition, an encrypted electronic copy of the invoice will be sent to CPM the same day the hard copy is sent out via courier.
- 5.5.3.2 CPM will review CONTRACTOR's invoice within 30 days of receipt of invoice and notify CONTRACTOR of any discrepancies noted on the invoice in writing. CONTRACTOR shall be provided one business week to provide any additional documentation to address the discrepancies.
- 5.5.3.3 CPM will provide CONTRACTOR with a final written report listing any deductions to be eliminated from the invoice, including the name of the client, the date the client was tested, the amount to be deducted and the reason for the deduction.
- 5.5.4 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Code of Federal

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

5.5.5 Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the County Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoice to:

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

- 5.5.6 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.7 In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.5.8 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as

determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Amount. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

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

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

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or

direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

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

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project 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.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

- 7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as

determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.4.5 Contractor shall immediately notify the County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, Volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to the Contractor.
- 7.4.6 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code

which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence. County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment. County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions

of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes and Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS, or designee.
- 8.1.2 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.
- 8.1.3 For any change not covered by Sub-sections 8.1.1 or 8.1.2, an Amendment to this Contract shall be prepared by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the County's Board of Supervisors.
- 8.1.4 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the 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.
- 8.1.5 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 its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

- 8.5.1 Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 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 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

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

- 8.8.2 Written Employee Jury Service Policy
 - 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident

who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of sub-paragraph. The provisions of this this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to gualify for an exception to the Program.
- 4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.10 Consideration of Hiring County Employees Targeted for 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 shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall

mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: <u>GAINGROW@DPSS.LACOUNTY.GOV</u> and <u>BSERVICES@WDACS.LACOUNTY.GOV</u> and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- 8.12.4 Contractor Hearing Board
 - 1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
 - The Contractor Hearing Board will conduct a hearing 2. where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative decision. proposed which shall contain а recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
 - 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
 - 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in

ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request 5. for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, 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 <u>www.babysafela.org.</u>

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of

the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall 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 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 shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other

sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 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 shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 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

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

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

Certificates and copies of any required endorsements shall be sent to:

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

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from Contractor or sums due to pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
8.24.11 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.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 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.

Unique Insurance Coverage

Sexual Misconduct Liability

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

Professional Liability/Errors and Omissions

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

Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 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 denial or loss of service: introduction. breach: 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.

Miscellaneous Coverage

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the

Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in sub-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 sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, 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, 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 The Contractor shall certify to, and comply with, the provisions of Exhibit D Contractor's EEO Certification.
- 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, 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, 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, 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 sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-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 (Department) 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 Project 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 Project 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 I, Safely Surrendered Baby Law of this Contract. Additional information is available at <u>www.babysafela.org</u>.

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 registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F _ Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 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

- Any documents submitted by the Contractor; all information 8.36.1 obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - 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 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 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 Project 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 of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a

material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 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 Project Director 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 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 E, County's Administration, before any Subcontractor employee may perform any work hereunder.

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 sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph

8.43 - 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 sub-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 Project Director:
 - 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 sub-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 sub-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 sub-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 must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, 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 sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-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 sub-paragraph 8.42 Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-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.
- 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.
- 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 sub-paragraph 8.45 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 sub-paragraph 8.49 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 Continent 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 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 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 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) (<u>https://ceop.lacounty.gov/</u>). 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.

8.57 Prohibition from Participation in Future Solicitation(s)

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

- 9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this sub-paragraph 9.1 shall survive the expiration or termination of this Contract.

9.2 Patent, Copyright and Trade Secret Indemnification

- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.

9.3 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, 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)

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

9.4.1 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).

9.4.2 Stored Data

Contractor and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumbdrives, external harddrives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Recommendation Publication 800-57 for Kev Management - Part1: General (Revision3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.4.3 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.4.4 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Sub-Contractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 46 shall constitute a material breach of this Contract.

9.5 Child Abuse Prevention Reporting

- 9.5.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 9.5.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 1. A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 2. The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - 3. The assurance that all employees of Contractor and Sub-Contractor's understand that the safety of the child is always the first priority.

9.6 Contract Accounting and Financial Reporting

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

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

9.7 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 must 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.

9.8 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 Contractors with the details of every federal award and sub-award, as referenced on Exhibit L, Federal Award Information.

Payment for this contract will be in accordance with contract Section 5.5 INVOICES AND PAYMENTS and funded utilizing 25% Federal and 75% local funds.

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES URING SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER <u>082021</u>

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

Bobby D.	Digitally signed by Bobby D. Cagle	
By: Cagle	Date: 2021.08.03 15:06:29 -07'00'	Date: 8/3/21

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

CONTRACTOR

Phamatech, Inc.

Dana M By: Conde	Digitally signed by Dana M Conde D atc: 2021. 15.554:57 - 0r or	Date: 7	/30/21
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Name: Dana M Conde

Title	Contract	Manager	

By: Dana M by Dana M Conde Date: 7/30/21

Name: Tuan H Pham

Title President/CEO

Tax Identification Number

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA County Counsel

Bv: David Beaudet Digitally signed by Davd Beaudet Date: 7/30/21

David Beaudet, Senior Deputy County Counsel

EXHIBIT A - STATEMENT OF WORK

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

STATEMENT OF WORK

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

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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

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

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

3.0 DEFINITIONS

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

- 3.1 **Alcohol Testing** A method of measuring the presence of alcohol in a person's body through analysis of urine sample.
- 3.2 Business Day Shall be defined as Monday through Friday excluding COUNTY holidays. COUNTY holidays include: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.
- 3.3 **Certified Drug-testing Laboratory** a laboratory certified by Substance Abuse and Mental Health Services Administration (SAMHSA); or College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) where urine analyses will be conducted.
- 3.4 **Chain of Custody** Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of sample collection to final disposition of the sample. CONTRACTOR shall develop appropriate Chain of Custody form(s).
- 3.5 **Children's Social Worker (CSW)** Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.6 **Client '800' Hotline Number** A toll free number maintained by the CONTRACTOR where CONTRACTOR records a message in English and Spanish, Sundays through Thursdays after 7 P.M and before 7:30 pm, 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 the NATO Phonetic alphabet) on which the samples will be collected. The hotline number will have two options for clients to select; one for random testing and the other for weekly testing, in both English and Spanish.
- 3.7 **Collection Site(s)** A facility provided by CONTRACTOR, and approved by County Program Manager, where COUNTY clients present themselves for the purpose of providing a sample of their urine to be analyzed for the presence of drugs 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 urine sample to a certified drug-testing laboratory.
- 3.8 **Contract Project Director (CPD)** means the CONTRACTOR's designated staff person who shall be responsible for daily management of Contract operations and

overseeing the work to be performed by CONTRACTOR as defined in the Contract Terms and Conditions and in this Statement of Work (SOW).

- 3.9 **COUNTY** The Department of Children and Family Services (DCFS) on behalf of the County of Los Angeles and its Board of Supervisors, or representatives of the Los Angeles County Auditor-Controller.
- 3.10 **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.
- 3.11 **COUNTY Random Drug and Alcohol Testing Program** Testing schedule whereby clients are selected to test on a randomly selected day once during each period of ten business days and no more than two times per month. The clients are informed of the days on which they have been selected to test by means of a call-in message system maintained and recorded by the CONTRACTOR.
- 3.12 **Cut-off Level(s)** The decision point or value used to establish and report a sample as negative, positive, adulterated, or invalid.
- 3.13 **D/L Isomer Test** A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding, to be used on a case by case basis.
- 3.14 **Drug and Alcohol Testing** A method of measuring the presence of drugs and alcohol in a person's body through analysis of urine sample.
- 3.15 **EIA** Enzyme Immunoassay is a procedure measuring antibodies to detect the analyte of interest and an enzyme linked to the antigen-antibody complex.
- 3.16 **EMIT** Enzyme Multiplied Immuno-Assay Technique is a screening or initial test that uses antibodies to detect the presence of a drug or metabolite in urine. It is used to eliminate "negative" urine samples from further consideration and to identify the presumptively positive samples that require confirmation or further testing.
- 3.17 **Ethyl glucuronide (EtG)** test is widely **used to detect the presence in the urine 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 the urine test is the most widely used.
- 3.18 **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.

- 3.19 **Juvenile Dependency Court** A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.20 **LC-MS/MS** Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) is a technique that combines high pressure liquid chromatography with tandem mass spectrometry to identify complex mixtures of proteins and peptides.

3.21 "National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs" as follows:

3.21.1 Five Panel Drug Test

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

3.21.2 Other Drugs

- Hydromorphone
- Oxycodone
- Heroin
- Methadone;
- Zolpidem; and
- Benzodiazepine (alprazolam, clonazepam, lorazepam, diazepam, iazepam, oxazepam, and temazepam).
- 3.22 **NATO phonetic alphabet (International Radiotelephony Spelling Alphabet)** Is the most widely used radiotelephone spelling alphabet. This will be used to identify the letters in English and in Spanish.
- 3.23 **On-Demand Testing** A test ordered for the same day the referral is submitted or for a specific date chosen by the CSW, or ordered by the Juvenile Dependency Court.
- 3.24 **Quality Assurance Plan** The plan developed by CONTRACTOR which defines all necessary measures to be taken by CONTRACTOR to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy,

appearance, completeness, consistency, and conformity to the requirements set forth in the agreement's Terms and Conditions and Statement of Work.

- 3.25 **Random Testing** A test on a ten-day workday schedule, where the client is tested twice a month.
- 3.26 **Referral** An authorization for drug or alcohol testing issued by the DCFS staff, for the COUNTY client, to provide urine samples.
- 3.27 **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.
- 3.28 **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.
- 3.29 **Supervising Children's Social Worker (SCSW)** Supervisors with the Department of Children and Family Services (DCFS) who supervise, or meet the eligibility to supervise CSWs.
- 3.30 **Urine Sample Collection** The process of gathering urine samples provided by the clients as ordered by the Juvenile Dependency Court or requested by the DCFS staff.
- 3.31 **Weekly Schedule** Testing on a weekly basis for a specific period of time as ordered by the Juvenile Dependency Court.

4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contract Project Director (CPD).
- 4.2 The name and contact information of CPM and that of an alternate (ALT) authorized to act on behalf of COUNTY in CPM's absence shall be designated in writing in Exhibit D, COUNTY's Administration.
- 4.3 CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate COUNTY in anyway whatsoever beyond the terms of this Contract.
- 4.5 COUNTY shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this contract, which may include unannounced visits.

- 4.6 Monitoring may be performed by CPM or designated alternate or any other individual or group authorized by CPM.
- 4.7 COUNTY may provide a User Complaint Report (UCR) (Exhibit A-2) or other written or oral notice to CONTRACTOR whenever the requirements of this Contract are not being met.

5.0 CONTRACTOR'S REQUIREMENTS

- 5.1 CONTRACTOR shall provide a Contract Project Director (CPD) to manage all operations in connection with providing the services of this Contract. CPD is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.
 - 5.1.1 The name and cell phone number of CPD and that of an alternate who is authorized to act on behalf of CONTRACTOR in CPD's absence shall be designated in writing in Exhibit E, Contractor's Administration.
- 5.2 CPD and designated alternate must be able to read, write, speak and understand English.
- 5.3 CONTRACTOR shall immediately notify CPM of any change in CPD.
- 5.4 CPD or designated alternate shall be available to COUNTY's authorized personnel from 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, competent to perform all work in accordance with the requirements of the Contract. CPD or other manager in the employ of CONTRACTOR shall supervise all of CONTRACTOR's personnel.
- 5.6 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of CPM or designated alternate.
- 5.7 CONTRACTOR shall not permit any employee to perform services under this Contract if the employee is physically or mentally incapacitated or is under the influence of any substance, such as alcohol, medication, and narcotic, to the extent that the employee's performance would be impaired.
- 5.8 CPM may, at his or her sole discretion, direct CONTRACTOR to remove from any work under this Contract, any of its personnel who CPM determines has performed acts, which are inimical to the interest of children or which otherwise made it

inappropriate for such persons to be assigned to the provision of these Contract services.

- 5.9 CONTRACTOR shall provide a Client Complaint Process: a web site address, email address and a phone number that clients can use to obtain answers to any questions or concerns they may have or to use to submit a complaint.
 - 5.9.1 CONTRACTOR shall provide brochures 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 web site and explain the process to be used by the Client to report any problems or complaints.
 - 5.9.2 CONTRACTOR shall report all client complaints to DCFS at the end of each week.
 - 5.9.3 CONTRACTOR shall provide a monthly report of client complaints, which shall include the research and resolution for each complaint; and submit it to the County Program Manager (CPM) by the 25th 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 as indicated on EXHIBIT E, COUNTY'S ADMINISTRATION.

6.0 REFERRAL PROCESS

- 6.1 DCFS will initiate drug and alcohol testing by requiring its clients to report to a Collection Site to provide a urine sample. DCFS staff may refer a Client at any time, and may request that a Client be tested based on one or more of the following methods: (1) a **Random Testing Schedule, twice monthly**; (2) an **On-Demand** basis as specified in this Contract; or (3) **Weekly or Specialized Schedule** as ordered by the Juvenile Dependency Court.
 - 6.1.1 DCFS staff will utilize the referral system/portal of the CONTRACTOR to initiate the referral. .
 - 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 should contact the 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 CONTRACTOR shall attach each Referral to a chain of custody form and electronically forward to CONTRACTOR's Collection Sites for urine sample processing.
- 6.1.5 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 Sites shall document the date and time of the attempt and the reason why the Client was not allowed to test. The Client shall be provided with documentation indicating why they were not allowed to test.
- 6.1.6 COUNTRACTOR 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 the open collection or testing hours, the Collection Site shall document the date and time of the attempt and the reason why the Client was not allowed to test. The Client shall be provided with documentation indicating why they were not allowed to test.

6.2 Random Drug and Alcohol Testing

COUNTY shall set up the randomized schedule for Clients to test twice a month with CONTRACTOR.

6.3 <u>On-Demand Testing</u>

CONTRACTOR shall permit Clients to test on demand if COUNTY has not yet submitted the referral electronically, but the Client has a copy of a drug or alcohol testing referral. CONTRACTOR shall not report test results for such Clients until after the DCFS staff has submitted the Referral electronically. CONTRACTOR shall contact the DCFS staff who is listed on the copy of the drug or alcohol testing referral to submit the Referral electronically. In the absence of the DCFS staff, CONTRACTOR should contact the SCSW or CPM.

6.4 <u>Weekly or Specialized Schedule</u>

- 6.4.1 COUNTY will refer Clients for testing under a Weekly or Specialized Schedule when ordered by the Juvenile Dependency Court.
- 6.4.2 COUNTY shall set up the Weekly Testing Schedule
- 6.4.3 COUNTY will specify the Weekly or Specialized Schedule in the electronic referral form, and will include the specific Court ordered language regarding drug testing in the electronic referral form sent to CONTRACTOR.

6.5 <u>Tracking and Scheduling</u>

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

6.6 <u>Secured Web-Based Referral System</u>

- 6.6.1 CONTRACTOR shall receive and process DCFS electronic referral data through a DCFS developed API. CONTRACTOR shall call the API every 15 minutes 24 hours a day 7 days a week with their own API call scheduling.
- 6.6.2 CONTRACTOR shall decrypt the DCFS electronic referral encrypted data transaction file using Advanced Encryption Standard (AES).
- 6.6.3 CONTRACTOR shall verify the number of transaction records in the DCFS electronic referral transaction data.
- 6.6.4 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.
- 6.6.5 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.

- 6.6.6 CONTRACTOR shall ensure that all clients in the referral transaction data file are successfully enrolled for testing based on the schedule (e.g. random, on demand, specialized schedule).
- 6.6.7 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 own API call scheduling.
- 6.7 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with the Urine Sample Collection for Drug and Alcohol Testing Services Contract Part I, Section 7.5, Confidentiality, of the Contract.

7.0 COLLECTION SITES

- 7.1 CONTRACTOR shall provide Monday through Friday, a minimum of 20 Collection Sites throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday.
 - 7.1.1 Included in the minimum number of 20 Collection Sites, CONTRACTOR shall provide Monday through Friday, a Collection Site in Avalon, Catalina Island, as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites Monday through Friday.
- 7.2 CONTRACTOR shall provide on Saturday or Sunday, a minimum of eight Collection Sites, one Collection Site in each SPA in the County of Los Angeles as indicated in Exhibit A-5, Listing of Eight Designated Zip-Code Areas for Collection Sites- Saturday or Sunday.
 - 7.2.1 CONTRACTOR's Weekend Collection Sites may be the same as the Monday through Friday Collection Sites which are included within the minimum number of 20 Collection Sites as stated in Section 7.1 above.
- 7.3 CONTRACTOR shall provide a minimum of one Collection Site within designated zip-codes for a minimum total of 20 Collection Sites, as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday. The zip-codes are aligned with DCFS Regional Offices as listed in Exhibit A-6, Listing of Los Angeles County DCFS Regional Offices by SPA.
- 7.4 CONTRACTOR shall make every effort to provide notice to CPM two weeks in advance of any change in Collection Site location. Changes in Collection Sites are subject to the approval of CPM.
- 7.5 CONTRACTOR shall notify CPM in writing, within eight hours of determining that CONTRACTOR is unable to maintain a Collection Site in a designated zip-code, along with a plan to locate a new Collection Site.
 - 7.5.1 If CONTRACTOR is unable to locate a Collection Site within the designated zip-codes within 30 days of the first notification to CPM that CONTRACTOR is seeking a new Collection Site, CONTRACTOR shall notify CPM, in writing, of all efforts made to locate a Collection Site within the designated zip-codes. If approved by CPM in writing, CONTRACTOR may provide a substitute Collection Site outside of a designated zip-code.
- 7.6 CONTRACTOR's Collection Sites shall be listed on Exhibit A-7, Listing of Collection Sites.
 - 7.6.1 CONTRACTOR shall submit a new Listing of Collection Sites, Exhibit A-7, Listing of Collection Sites, to CPM upon approval when adding or deleting Collection Sites.
 - 7.6.2 CONTRACTOR shall ensure that all Collection Sites remain clean at all times of operation. CONTRACTOR shall make unannounced visits to every individual Collection Site once every quarter to ensure the cleanliness and appropriateness of the Collection Site.
 - 7.6.3 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 may utilize up to two Collection Sites above the minimum number of 20 Collection Sites identified in this Section 7.0 above to comply with Section 8.0, Hours of Operation (Please see Section 8.3 below).

8.0 HOURS OF OPERATION

- 8.1 CONTRACTOR shall ensure that Urine Sample Collection for Drug and Alcohol Testing Services within each of the following eight SPAs are available to COUNTY clients between the hours of 8:00 AM to 7:00 PM, Monday through Friday; and between the hours of 9:00 AM to 1:00 PM, on Saturday or Sunday, as listed herein: 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 Urine Sample Collection for Drug and Alcohol Testing Services in Avalon, Catalina Island, shall be available between the hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of a lunch period. Weekend hours are not required in Avalon, Catalina Island. (Please see Exhibit A-4 and A-5, SPA 8, Zip-Code 90704).
- 8.3 The required weekday hours of operation from 8:00 AM to 7:00 PM may be provided using no more than 2 sites in the designated zip-codes identified for each office. For example, a Collection Site within a designated zip-code for each office may be open from 8:00 AM to 1:00 PM; and a second Collection Site within the same zip-codes may service the same office from 1:00 PM to 7:00 PM, to comply with the 11 hour, Hours of Operation requirement.
- 8.4 CONTRACTOR shall make every effort to provide advance notice, within one hours to CPM as soon as known by CONTRACTOR of any unanticipated changes in hours of operation, or availability of a witness/collector (male or female).
 - 8.4.1 Contractor shall contact Clients with any changes in collection site hours of operation and any changes in the availability of on-site witnesses/collectors (male or female) via text message and shall post these changes along with alternate Collection site locations on their web site in both English and Spanish and post on the entrance door of the 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 changing needs of COUNTY.

9.0 COLLECTION PROCESS

- 9.1 CONTRACTOR shall ensure that all Collection Sites perform urine sample collection witnessed by a person of the same sex as the client giving the sample. If a collection site declines to provide a witnessed collection because the client's gender identity differs from what is on their Identification, the client may provide a sample at a collection site with Substance Abuse and Mental Health Services Administration (SAMHSA) certified collectors or medically trained staff. Contractor shall provide a list of collection sites with SAMHSA certified collectors or medically trained staff, and refer the client to the most appropriate collection site. The Collection Site shall begin and maintain a verifiable and reliable chain of custody.
- 9.2 CONTRACTOR shall ensure that all Collection Sites have electronic access to a secure web based system in order to receive ongoing electronic referrals from CONTRACTOR for clients who are scheduled for drug or alcohol test.
- 9.3 Thereafter, throughout the day, and within 10 minutes of receipt of referrals, CONTRACTOR shall send through a secured electronic delivery method to each Collection Site, authorization to collect a sample from On-Demand clients.
- 9.4 CONTRACTOR shall ensure that COUNTY clients who provide urine samples at the Collection Sites do so only with prior written authorization for testing by DCFS or in accordance with COUNTY On Demand, Random, Weekly, or Specialized Testing schedule. Refer to Section 14.0, Toll Free Number for DCFS Clients for Random and Weekly Testing.
- 9.5 CONTRACTOR shall request DCFS clients to produce a valid photo identification document (e.g., Driver's license, passport, employer identification card, etc.) and verify that the client is the person whom he or she claims to be.
 - 9.5.1 DCFS Clients who do not possess a valid photo identification document will be provided with a document with their photograph on DCFS letterhead by COUNTY (Note: The Client's photo must be of a quality that clearly identifies the Client), with the following information: Name of Client, Date of Birth, Case Number, CSW and SCSW names and phone numbers with at least one of their signatures, and the following language: "This serves as a means to allow the Client named herein to participate in the DCFS Drug and Alcohol Testing Program only." CONTRACTOR is 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 urine 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 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.
- 9.10 COUNTY may withhold payment to CONTRACTOR for any costs incurred for urine sample collection not performed in accordance with the DCFS Random Drug and Alcohol Testing Program or without prior written or verbal authorization by COUNTY for On-Demand or Specialized testing.

10.0 URINE SAMPLE SCREENING, ANALYSIS, AND CERTIFICATION

- 10.1 CONTRACTOR shall perform an initial screening and test all urine samples submitted for alcohol and drug testing to detect positive or negative screening results for the Five Panel Drug Test and Other Drugs, as defined above in Section 3.20.
 - 10.1.1 The CONTRACTOR is to comply with the most current SAMHSA recommended cutoff levels for alcohol and the Five Panel Drug Test and Other Drugs. The CONTRACTOR is to notify the COUNTY of any changes to the SAMHSA recommended cutoff levels.
- 10.2 All urine samples initially screened as negative for the substances noted shall be reported as negative. All urine samples, which are positive in the initial screen, shall be subjected to further confirmation of positive results.

- 10.3 CONTRACTOR shall perform confirmation of all urine samples submitted for drug testing which yield positive results in the initial screening process to substantially determine the validity of positive screen results. The confirmation shall be conducted by utilizing either LC-MS/MS or GCMS.
 - 10.3.1 All urine drug tests that yield positive for amphetamines must be 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 urine 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 urine sample as glucose positive and they have not been identified as diabetic by COUNTY, CONTRACTOR shall notify COUNTY, within one business day from the end of the day in which the glucose positive was identified. The glucose results should also be identified in 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 urine samples collected for drug and/or alcohol testing utilizing their Chain of Custody Form and

according to standard industry practice. CONTRACTOR shall account for the integrity of each sample by tracking its handling from the point of collection to its final disposition.

- 12.2 All urine samples shall not be exposed to high temperatures for an extended time. These conditions may affect the test results of a urine sample. Refrigeration of samples is required where there are concerns of high temperatures in geographical areas of COUNTY, such as Antelope Valley.
- 12.3 All urine samples, which are collected and test negative shall be maintained in storage, at CONTRACTOR's expense, for a period of no less than seven days from the date the sample was collected.
- 12.4 All urine samples, which are collected and test positive shall be maintained in storage, at CONTRACTOR's expense, for a period of no less than one year from the date the sample was collected.
- 12.5 CONTRACTOR shall maintain records verifying that Collection Site staff have read and acknowledged policy and procedures and the chain of custody protocol.

13.0 WARM LINE

- 13.1 CONTRACTOR shall establish and maintain a "warm line," 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 (1) business day as monitored by COUNTY.

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

14.1 CONTRACTOR shall administer and operate a toll free "800" Client Hotline Service line with two options; one for COUNTY Random Drug and Alcohol Testing Program and the other for COUNTY Weekly Testing Schedule. Contractor shall provide and bear the cost of maintaining and updating the toll free "800" Client Hotline Service telephone line.

- 14.2 The recorded message shall be in both English and Spanish under both the Random Testing option and the Weekly Testing option and shall 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 NATO Phonetic alphabet in English and the Spanish phonetic alphabet in Spanish..
- 14.3 For the Random Testing, each letter of the alphabet shall be announced on the recorded message using the NATO Phonetic alphabet in English and the Spanish phonetic alphabet in Spanish on the recorded message one time during a ten-day workday schedule cycle (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 NATO Phonetic alphabet in English and the Spanish phonetic alphabet on the recorded message once a 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.

15.0 RECORD KEEPING

15.1 CONTRACTOR shall maintain all records including, but not limited to, dates, test results for each client served, recordings of the chain of custody for each urine sample collected data pertaining to the content and updating of the recorded messages on the toll-free number, and other information pertaining to urine sample collection and urinalysis testing for drugs and alcohol as requested by COUNTY for a period of one year after the expiration of this Contract. CONTRACTOR shall maintain such records using appropriate drug testing forms and according to standard industry practice.

16.0 TEST RESULTS 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 encrypt the electronic test results in an encrypted transactions file using Advanced Encryption Standard (AES).
- 16.1.4 CONTRACTOR shall also provide and maintain a web-based drug test results system (CONTRACTOR's web-based system) that includes alcohol or drug test analysis and allows COUNTY staff who submit an alcohol or drug test referral the ability to have web based access to obtain results. The web based drug test results system shall allow COUNTY staff to view and print results for that day, as well as any prior test date results needed for a client participating in the testing program that is part of their caseload. The results should include, but are not limited to the following information:
 - a) The client's name,
 - b) Client's date of birth or age,
 - c) DCFS Case or Referral Number (if client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed),
 - d) Name(s) of minor in the case,
 - e) DCFS CSW's office location,
 - f) DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed),
 - g) DCFS CSW's file number (if client is associated with more than one file number, all associated file numbers must be listed),
 - h) Date of report,
 - i) Dates of sample collection, initial testing, preliminary report of positive or negative test confirmation, and if applicable, final report of sample that had a preliminary positive report,
 - j) A listing of the drug test performed, and corresponding results for each drug test with cutoff levels, and
 - k) In case of a missed test, the date of the missed test.

- 16.1.5 The records in the encrypted test results transaction file will contain the following:
 - a) DCFS Sequence Number.
 - b) Results for each substance tested.
 - c) Testing Date.
 - d) Testing Site.
 - e) Sample ID.
 - f) Indicator if it is a "No show."
 - g) Indicator if sample is contaminated.
- 16.1.6 Drug and alcohol testing results shall be available through the Web API (REST/JSON) secured web services and CONTRACTOR'S web-based system according to the following schedule:
 - 16.1.6.1 Negative test results shall be available on the next Business Day, following the day the urine sample was collected.
 - 16.1.6.2 Missed test (No-Show) shall be available on the next Business Day, following the day the urine sample was scheduled to be collected.
 - 16.1.6.3 If a client is not tested because the client refused to wear a mask or face covering during a time when face coverings are required by State or local policy, CONTRACTOR shall report this to COUNTY on the next Business Day.
 - 16.1.6.4 If a client is not tested because the client exhibited or reported symptoms related to a pandemic, CONTRACTOR shall report this to COUNTY on the next Business Day.
 - 16.1.6.5 Positive test results shall be available no later than on the third Business Day, following the day the urine sample was collected.
 - 16.1.6.6 Notwithstanding the timeframes above, for samples collected in Avalon, Catalina Island:
 - 16.1.6.6.1 Negative test results shall be available on the second Business Day, following the day the urine sample was collected.
 - 16.1.6.6.2 Missed test (No-Show) shall be available on the next Business Day, following the day the urine sample was scheduled to be collected.

- 16.1.6.6.3 Positive test results shall be available no later than on the fourth Business Day, following the day the urine sample was collected.
- 16.1.6.5 CONTRACTOR may hold test results beyond the identified timeframes if, in accordance with this Contract, a client was permitted to test and CONTRACTOR has not received the appropriate and complete documentation from COUNTY in order to release the test results within the designated timeframe. (e.g., COUNTY has not provided an on-demand referral form with the signature/approval of a SCSW.) CONTRACTOR should contact CSW to obtain the completed documentation from COUNTY. In the absence of CSW, CONTRACTOR should contact SCSW. In the absence of SCSW, CONTRACTOR should contact CPM.
- 16.1.6.6 Upon DCFS' verification of the transaction records in CONTRACTOR's electronic test results transaction file, one of the following will occur:
 - 16.1.6.6.1 CONTRACTOR shall receive a rejection File Message via email from DCFS if the number of transaction records in CONTRACTOR's electronic test results transaction file does not match.
 - 16.1.6.6.1.1 For transactions with errors, a negative acknowledgement will be sent to both parties in a response message along with corresponding error codes and descriptions. CONTRACTOR shall take necessary corrective actions as noted in the response message and re-submit.
 - 16.1.6.6.2 CONTRACTOR shall receive a DCFS acceptance File Message via email if the number of transaction records in the electronic test results transaction file matches.
- 16.1.6.7 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with the Urine Sample Collection for Drug and Alcohol Testing Services Contract Section 7.5, Confidentiality, of the Contract.
- 16.1.7 When a sample is tested for both drugs and alcohol, the drug test results and alcohol test results shall be available simultaneously as a combined notification through both COUNTY's and CONTRACTOR's web-based

systems within the timeframes established for each as stated in this Contract.

- 16.1.8 CONTRACTOR shall provide all test results for drugs and alcohol reports, simultaneously through both COUNTY's and CONTRACTOR's web-based systems within the timeframes established for each as stated in this Contract
- 16.1.9 As a temporary measure for the delivery of test results, CONTRACTOR may deliver test results by courier at CONTRACTOR's expense if and when both COUNTY's and CONTRACTOR'S web-based systems are unavailable.
- 16.2 Monthly Statistical Reports
 - 16.2.1 On a monthly basis, by the 6th calendar day, CONTRACTOR shall submit a hard-copy, 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 includes the DCFS service component
 - Random Program Participants that includes the DCFS service component
 - Weekly Schedule Participants that includes the DCFS service component
 - Number of actual tests performed
 - Drug & Alcohol Tests
 - Alcohol Only Tests
 - Percentage of Participants testing positive for drugs and alcohol
 - Number of actual tests performed for each DCFS regional office during the prior month
 - On-Demand Participants
 - Random Program Participants
 - Schedule Participants
 - Number of open Referrals on file from each DCFS SPA Office as of the prior month end
 - Random Program Participants
 - Weekly Schedule Participants
 - List denoting the date and letters which were selected for Random Testing 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 grants approval of 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.)
- 16.4 Ad-Hoc Reports

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

17.0 QUALITY CONTROL PLAN

- 17.1 CONTRACTOR shall provide a comprehensive 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 Exhibit A, 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 Exhibit A, SOW, and methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors must be included in the Quality Control Plan:
 - a) Activities to be monitored to ensure compliance with all Exhibit A, SOW requirements,
 - b) Monitoring methods to be used,
 - c) Frequency of monitoring,
 - d) Samples of forms to be used in monitoring,
 - e) Title/level and qualifications of personnel performing monitoring functions, and
 - f) File of all monitoring results, including any corrective action taken.

18.0 PROCESS COORDINATION

18.1 CONTRACTOR shall assist COUNTY, as requested, with the improvement of the DCFS Drug and Alcohol Testing Program.

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

EXHIBIT A-1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEME	STATEMENT OF WORK (SOW)	(MC	
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 for all required services.	COUNTY monitors CONTRACTOR compliance with	If two (2) User Complaint Reports (UCR) are submitted in a twelve-month (12) period
Collection Sites are properly maintained clean and operated throughout their assigned hours of operations, Monday through Friday, and Saturday or Sunday, as required, to collect urine samples as scheduled from COUNTY clients. (Sections 7.0 and 8.0) CONTRACTOR is to ensure that all Collection Sites have access to a secure web based system to receive Drug and/or Alcohol Testing Referrals. (Section 9.0) All urine samples are picked up within one business day. All urine samples are screened, analyzed and the results certified within 72 hours of urine sample collection, depending on the results, utilizing appropriate test methods and procedures in accordance with standard industry practice. (Sections 10.0 and 11.0) Integrity of all urine 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. (Sections 10.0 PM, to provide prompt and courteous response to 7:00 AM to 7:00 PM, to provide prompt and courteous response to 7:00 PM.		the Contract. County Program Manager (CPM) receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.	that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 18.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to the COUNTY approval. COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$200, or as otherwise indicated when the following occurs:
inquiries from DCFS CSWs, CPM regarding drug test			

STATEME	STATEMENT OF WORK (SOW)	(MC	
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS
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) A toll free number with two options, one for Random and the other for Weekly testing, for clients to call is properly procedures and 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 (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 \$200.00 per occurrence.			 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 provisions of the Contract; or provisions of the Contract; or conTRACTOR that does not meet with COUNTY's approval, the liquidated damages shall apply. 3) When the CONTRACTOR does not comply with SOW Section 14.0 the liquidated damages shall be \$1500 per occurrence. 4) When the CONTRACTOR does not comply with SOW Section 16.0 the liquidated damages shall be \$1500 per occurrence.

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

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

Date	Date of Report: DCFS User Name:						
DCFS	6 Office Address:						
Phon	e No.	E-mail Address:					
Date(s) of Incident(s):						
Below,	please check the	appropriate boxes and explain each incident separately:					
	Contractor Project	t 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	e to receive Referral Requests as required.					
	Collection Sites n	ot properly staffed and maintained as specified in the Contract.					
	Contractor not pre	operly maintaining warm line and 800 number as specified in the Contract.					
	Contractor not co	mplying with the Referral/database requirements as specified in the Contract.					
	Contractor not co	mplying with the quality assurance requirements as specified in the Contract.					
	Contractor not co	mplying with the chain of custody requirements as specified in the Contract.					
	Contractor not p	icking up all samples the day they are collected.					
	Other (describe)						

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, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) FORMS FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

The following forms are attached:

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

County of Los Angeles

Department of Children and Family Services (DCFS)

DCFS ALCOHOL - DRUG RANDOM TEST REFERRAL

ATTENTION: Please enroll client in the RANDOM SCHEDULE								
ALCOHOL ONLY*				* 🗌 NEW				
(*Must be consistent with		urt orders)						
1. CLIENT INFORMATION		Note: Information requ						
Client/Donor's Last Name	First Name		Donor's Birthd	ate	Test Code (Initial of donor's last name ONLY)			
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	9		Is Testing Court Ordere	ed? Referral Date			
rioline relenar # (19 digits)				Yes No				
Name of Oldest Minor in the C	Case			onent of the Case:				
			(Please Circ	le One) ER / FM / FR /	PP/ VFM/ VFR/ Other			
Is donor taking medication?	If yes, pleas	se list name(s) of medication	on(s):					
Yes 🗌 No 🗌								
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results) YES NO								
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 Addre	200							
	:55							
4. SPECIAL INSTRUCTION								
TERMINATION DATE (Note:				ipervisor's signature (if ap	oplicable):			
termination date may not exce The timeframe for testing is fro		hs from the date of Referra to:	al):					
Court-Ordered: YES D Pleas	se make sur	e there is a Court Order or	n file.					
NO 🗌								
INSTRUCTIONS TO CSW:								
Complete all information legib appropriate menu option wher			nt for alcohol ar	id/or drug testing. Please	e instruct client to choose			
*** Court Number will not be			er will not allow	CSWs to receive test res	sults. The Hotline referral			
number is used only if the Sta		s not available.						
INSTRUCTIONS TO CLIEN		have when The medical after 7.1		- Ontion 4 to be on if your	Test Cada has been called			
Please call (800) 829-0100 da You MUST test on the SAME								
previously approved by your								
when to test. Please choos	e the appro	priate menu option whe	n calling the 8	00 number.				
If this Referral is not complete								
You also must present a valid								
at a different collection site, pl or attorney.				garding your drug testing				

EXHIBIT A-3

Condado de Los Ángeles

Departamento de Servicios para Niños y Familia (DCFS)

FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS

ATENCION_

ALCOHOL SOLAMENTE*

: Por favor inscriba al cliente en el horario aleatorio

DROGAS Y ALCOHOL*

(*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 c Número del Hotline Referral (19				/ ord	l examen esta lenado por la Corte? ☐ No ☐	Fecha de la Referencia		
Nombre del Menor Mayor en el	Caso		Nombre del Caso	·				
¿El cliente está tomando medic	amentos?	Sí 🗌 No <u> </u> Si	la respuesta es sí, po	r favor indi	que el nombre de los n	nedicamentos:		
¿EL CLIENTE ES DIABETICO	(A) ? (La D	iabetes puede a	lterar los resultados de	el examen	de alcohol.) SI 🗌 NO			
2. INFORMACION DEL L	UGAR D	E COLECCIO	N					
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				Número de Teléfono	Número de Fax			
Nombre y dirección de la Oficin	a de DCFS							
4. INSTRUCCIONES ESP	PECIALE	S PARA EL E	EXAMEN DE DRO	GAS				
Fecha de Terminación (Nota: Es La fecha de terminación no podrá e remisión): El tiempo del examen es				Firma de	el supervisor (si es ap	blicable)		
ORDENADO POR LA CORTE:			de que haya una orde	n judicial e	n el archivo.			
N	0							
INSTRUCCIONES AL TRA								
Complete toda la información legibl instruir al cliente que escoja la apro	emente. Es piada opciór	ta Referencia se u n de menú cuando	sa para referir a un client llame al número 800.	e para un ex	kamen de alcohol y/o drog	gas. Por favor de		
***El número de la Corte no será El número de referencia del Hotline	aceptado.	Al escr bir el núme	ro de la Corte, Ud. demor	rará el proce onible	eso de los resultados.			
INSTRUCCIONES AL CLI	ENTE:							
Por favor llame al (800) 829-0100 o Examen ha sido llamado. <u>Debe</u> hac será considerado inválido a meno <u>especial</u> izados, su Trabajador(a) menú cuando llama al número 80	liariamente (er el exame s que este Social le c	n el <u>mismo día</u> qu previamente apro	e su Clave del Examen e bado por su Trabajador	stá program (a) So <u>cial.</u>	iado. Un examen realizad <mark>Si usted está en un h</mark>	o en cualquier otro día orario de exámenes		
Si esta forma no está completa o le fotografía cada vez que se reporte diferente, o tiene preguntas acerca	gible, contac oara un exan	nen. Sin identifica	ción, Ud. no podrá hacer	el examen.	Si usted desea hacer el e	examen en un sitio		

DCFS ALCOHOL - DRUG ON DEMAND TESTING REFERRAL

THIS REFERRAL FORM DOES NOT ENROLL CLIENT IN THE RANDOM PROGRAM										
	AND ALCOHOL									
		l in sections 1., 2., 3	and 5., is ABSOLUTELY MA	NDATORY						
Client/Donor Last Name	First Name		Donor's Birthdate							
DCFS Case # (7 digits) ***	Case Name		Is Testing Court	Referral Date						
Hotline referral # (19 digits)			Ordered?							
Name of Oldest Minor in the case:		Service Compone	YES NO							
Name of oldest which in the case.		(Please Circle 0								
			ER / FM / FR / P	P/ VFM/ VFR/ Other						
IS THE DONOR A DIABETIC? (Diabetes	might alter the alcoh	nol test results)	YES 🗌 NO 🗌							
Is donor taking medication?	Indicate the names	of the medications	i							
Yes No										
2. COLLECTION SITE INFORMATION										
Name of Collection Site	Hours of Operation									
Street		City	Zip Code							
3. CSW INFORMATION	[1=						
Last Name	First Name		CSW File No.	Phone Number						
SCSW Last Name	First Name		Phone Number	Fax Number						
	This Mane									
DCFS Office Name and Address										
4. SPECIAL INSTRUCTIONS FOR D	RUG TESTING									
Court-Ordered: YES I It is <u>mandatory</u> that court orders spe	cify the client's drug tes	sting schedule	Supervisor's signature (Mandatory):							
NO Pre-authorization from the Program N		-								
(Please see the policy)	0 7 1									
5. DATE FOR ON DEMAND TESTING	G									
☐ Today ☐ Other Date(s) (M	ultiple dates for special	ized schedules only):								
INSTRUCTIONS TO CSW: Complete a	all information legibly.	. This Referral is ι	used to refer a client for or	n demand alcohol or drug						
	ke this Deferred to	a the Collection	Cite and give it to the	Collection Site atoff						
INSTRUCTIONS TO CLIENTS: 18	ake this Referral to	INSTRUCTIONS TO CLIENTS: Take this Referral to the Collection Site and give it to the Collection Site staff.								

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

Departamento de Servicios para Niños y Familia (DCFS)

DCFS ALCOHOL – REFERENCIA DE EXAMEN DE DEMANDA PARA DROGAS

ESTA FORMA DE REFERE		NO INSCRIE	BE AL CLIEN	TE EN EL PROGF	RAM ALEATORIO	
	ROGA	S Y ALCOH	OL			
1. INFORMACION DEL CLIENTE	lota: La ii	nformación req	uerida en las secc	iones 1, 2, 3, y 5, es Al	BSOLUTAMENTE OBLIG	JATORIA
Apellido del Cliente/Donador		Nombre		Fech	na de Nacimiento	
Número del Caso de DCFS (7 digits) o Hotline referral # (19 digits)***		Nombre del	Caso	I		
Nombre del Menor Mayor en el Caso:		1		de servicio del ca / PP/ VFM/ VFR/ O	aso:(Por favor circul)tro	e uno)
¿EL CLIENTE ES DIABETICO(A)? (La Di	abetes p	uede alterar lo	s resultados de e	el examen de alcohol)	Sí 🗌 NO 🗌	
¿El cliente está tomando medicamentos? Sí 🔲 No 🗌			los medicamento	IS:		
2. INFORMACION DEL LUGAR DE CO	OLLECI	ÓN				
Nombre del lugar de Colección				Horas de Operació	n	
Calle				Ciudad	Código F	ostal
3. INFORMACION ACERCA DE EL/LA		AJADOR/A S	SOCIAL, Y EL/	LA SUPERVISOR/	A	
Apellido de CSW	Nombre			Número de Expedie (File #)		de
Apellido de SCSW	Nombre	•		Número de Teléfono	o Número o	de Fax
Nombre y dirección de la Oficina de DCFS				1	I	
4. INSTRUCCIONES ESPECIALES PA						
			DRUGAS			
Firma de SCSW (Mandatario):	ción del c			orario de las pruebas de necesaria. (Por favo	•	
5. FECHA DE EXAMEN DE DEMANDA	Α					
Fecha que el cliente tiene el exame	en de de	emanda:				
INSTRUCCIONES AL TRABAJADOR(A) S Complete toda la información legiblemen o de drogas.	te. Esta f		-	-		
INSTRUCCIONES AL CLIENTE: Lleve es	ta forma	al sito de col	ección y entrég	uela a un empleado	del sitio de colecció	ก.
Si esta forma no está completa o legible, pó	ngase en	i contacto inme	diatamente con	su Trabajador/a Socia	al. Usted debe presen	tar una

identificación válida con fotografía cada vez que se reporte para un examen. Sin identificación, Ud. no podrá hacer el examen. Si usted desea hacer el examen en un sitio diferente, o tiene preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

EXHIBIT A-3

Department of Children and Family Services

DCFS ALCOHOL - DRUG WEEKLY TEST REFERRAL

ATTENTION			the WEEKLY SCHEDULE	_			
ALCOHOL ONLY*	DRUGS AND ALC	COHOL*					
(*Must be consistent with current cour							
Client/Donor's Last Name First Name		nor's Birthdate	ons 1., 2., and 3., is ABSOLU	Test Code (Initial of donor's last name ONLY)			
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	e		Is Testing Court Ordered? Yes : *Weekly must be court	Referral Date			
Name of Oldest Minor in the Case			oonent of the Case: cle One) ER / FM / FR / PP/	VFM/ VFR/ Other			
Is donor taking medication? If yes, plea	ase list name(s) of medica	ation(s):					
IS THE DONOR A DIABETIC? (Diabetes	s might alter the alcohol t	est results)	YES NO				
2. COLLECTION SITE INFORMATIO	N						
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	SCSW Last Name Name						
DCFS Office Name and Address							
4. SPECIAL INSTRUCTIONS FOR D							
TERMINATION DATE (Note: This field is man may not exceed six months from the date of R	datory for all Referrals. The	e termination date	Supervisor's signature (if	applicable):			
The timeframe for testing is from:	to:						
Court-Ordered: YES Please make su	re there is a Court Order	on file.	1				
*Weekly testing must be court ordered.							
INSTRUCTIONS TO CSW: Complete all information legibly. This Re choose the appropriate menu option whe *** Court Number will not be accepted.	n calling the 800 number						
number is used only if the State Number	is not available.						
INSTRUCTIONS TO CLIENT:							
Please call (800) 829-0100 daily (Sunda called. You <u>MUST</u> test on the <u>SAME DA</u> unless previously approved by your (instructions on when to test. Please ch	Y that your Test Code is CSW. If you are on	scheduled. A tes	st taken on any other day will Irug-testing schedule, your	be considered invalid			
If this Referral is not complete or legible, You also must present a valid picture ID e test at a different collection site, please co CSW or attorney.	each time you report for t	esting. Lack of pi	icture ID will not allow you to t	est. If you wish to			

EXHIBIT A-3

Condado de Los Angeles

Departamento de Servicios para Niños y Familia (DCFS)

FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS

AIENCIÚN	 201	ravor	inscriba	a	cliente	en ei	norario	seminal.

ALCOHOL SOLAMENTE*

DROGAS Y ALCOHOL*

NUEVO
 CAMBIO
 EXTENSIÓN

(*Debe ser consistente con orden judicial actual.)

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

ABSOLUTAMENTE OBLIGA	IORIA				
Apellido del Cliente/Donador	Nombre		Fecha de Nacimiento		Clave del
			le servicio del caso: (Por)ER / FM / FR / PP/)tro	¿Los exámenes semanales están Corte? Sí □	Fecha de la Referencia
Nombre del Menor Mayor en el Caso			Nombre del Caso		
¿El cliente está tomando medic			•		
¿EL CLIENTE ES DIABETICO	(A) ? (La D	iabetes puede a	lterar los resultados del exa	men de alcohol.) SI 🗌 NO 🛛	

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 <u>obligatorio</u> para todas las referencias. La fecha de terminación no podrá exceder de seis meses a partir de la fecha de remisión.	Firma del supervisor (si es aplicable):	
La fecha de terminación no podra exceder de seis meses a partir de la fecha de termisión.		
El tiempo del examen es DE: A:		
ODDENADO DOD LA CODTE: SLODer favor eservírese de que have une orden indicial en el grahive. Todos los referencies de		

ORDENADO POR LA CORTE: SI 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 escr bir el número de la Corte, Ud. demorará el proceso de los resultados.

El número de referencia del Hotline se usa solamente si el número del Estado no está disponible.

INSTRUCCIONES AL CLIENTE:

Por favor llame al (800) 829-0100 diariamente (de domingo a jueves) después de las 7:30 PM y seleccione la opción #2 para saber si su Clave del Examen ha sido llamado. Debe hacer el examen el mismo día que su Clave del Examen está programado. Un examen realizado en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba. Por favor escoja la apropiada opción de menú cuando llama al número 800.

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

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

Collection Site #		Se	ervice Pla	anning A	rea 1	
1	Lancaster	93534	93535	93536	93532	
2	Palmdale	93543 93591	93550 93544		93552	93510
Collection Site #		Se	ervice Pla	anning A	rea 2	
3	Van Nuys	91331	91402	91405	91605	
4	Santa Clarita	91342	91343	91321	91351	91387
5	West San Fe	rnando ∖	/alley*	91303 91325 91306	91335	91324 91406
Collection Site #		Se	ervice Pla	anning A	rea 3	
6	Pasadena	90032 91101	90041 90065		91008	91202
7	El Monte	91732	91733	91745	91731	91734
8	Pomona	91765 91750	91766 91773	91767	91768	91711
9	Glendora	91702 91723	91724 91790		91744 91792	91722
Collection Site #		Se	ervice Pla	anning A	rea 4	
10	Metro North 90057 90006		90006	90033	90031	90026
Collection Site #	Service Planning Area 5					
11	West Los An	West Los Angeles 90019 90066 90291 90230 90405 90232 90402		90230		
Collection Site #		Se	ervice Pla	anning A	rea 6	
12	Wateridge	9001	1 9001	16 9004	7	
13	Hawthorne	90002 90008		8 9006	2 9003	37
14	Compton -Ca	arson 9	0222	90059	90262	90021
15	Vermont Cor	ridor	90001	90003	90044	
Collection Site #	Service Planning Area 7					
16	Belvedere 9 9			90255 90058	90640 90063	90660 90270
17	Santa Fe Spi	rings (90280	90670		
Collection Site #		Se	ervice Pla	anning A	rea 8	
18	South County	y s	90805	90813	90731	90744
19	Avalon, Cata	lina Islan	d	90704		
20	Torrance		1	90250	90501	

Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday

		Service Pla	anning Area 1	ļ	
93534 93532	93535 93551	93536 93552	93543 93510	93550 93591	93544
		Service Pla	anning Area 2	2	
91331	91402	91405	91303	91304	91324
91325	91342	91343	91605	91321	91351
91387	91335	91406	91306	91340	
		Service Pla	anning Area 3	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 Pla	anning Area 4	L.	
90057	90006	90033	90031	90026	
		Service Pla	anning Area 5	5	
90019	90066	90291	90230	90405	90232
90402					
		Service Pla	anning Area 6	5	
90011	90016	90047	90002	90018	90037
90062	90222	90059	90262	90003	90001
90044	90008	90021			
		Service Pla	anning Area 7	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

0		
Service Planning Area 1		
Lancaster		
Palmdale		
Service Planning Area 2		
Santa Clarita		
San Fernando Valley		
West San Fernando Valley		
Service Planning Area 3		
Pasadena		
Covina		
El Monte		
Pomona		
Glendora		
Service Planning Area 4		
Metro North		
Service Planning Area 5		
West LA		
Service Planning Area 6		
Vermont Corridor		
Wateridge		
Hawthorne		
Compton-Carson		
Service Planning Area 7		
Belvedere		
Santa Fe Springs		
Service Planning Area 8		
South County		
(Including Avalon) Torrance		

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Collection Site #	Se	ervice Planning Area 1
1	(Circle Zip Code) Lancaster 93535 93534 93536 93532	Name <u>New Directions</u> Address: <u>1331 W AVE J STGE 206 Lancaster, CA 93534</u> Contact: <u>Sandra Scott</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 7PM</u> <u>MON_TUE_WED_THU_FRI_</u>
2	(Circle Zip Code) Palmdale 93543 <mark>93550</mark> 93551 93552 93510 93591 93544	Name <u>Two Lifestyles</u> Address: <u>1224 E VE S STE C, Palmdale, CA 93550</u> Contact: <u>Bobby Hampton</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: MONTUEWEDTHUFRI Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MONTUEWEDTHUFRI_</u>
Collection		
Site #	Se	ervice Planning Area 2
3	(Circle Zip Code) Santa Clarita 91342 91343 91321 91351 91387 Additional zip code approved by DCFS: 91355	Name_NCADD Santa Clarita Address: 24460 Lyons AVE, Santa Clarita, CA 91321 Contact: Bob Dorris Phone#: 661-253-9400 Fax#: 661-253-9403 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 3_AM - 7_PM MON_TUE_WED_THU_FRI_ Name_Concentra - Valencia Address: 25733 Rye Canyon RD, Valencia, A 91355 Contact: Rita Contreras Phone#: 661-295-2500 Fax#: 661-257-0441 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_FRI 8_AM - 5_PM MON_TUE_WED_THU_FRI_ MON_FRI 8_AM - 5_PM
	(Circle Zip Code) Van Nuys 91331 91402 <mark>91405</mark> 91605	Name_Driver Safety School/Family Harmony Address: <u>6740 Kester AVE, Van Nuys, CA 91405</u> Contact: <u>Claudia</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_ <u>8</u> AM - <u>7</u> PM MON_TUE_WED_THU_FRI_

5	(Circle Zip Code) West San Fernando Valley 91303 91304 <mark>91324</mark> 91325 91335 91406 91306 91340	Name_Valley Urgent Care Address: <u>9335 aseda BLVD, STE 100,</u> Northridge, CA 91324 Contact: <u>Francisco Ortiz</u> Phone#: <u>818-349-9966</u> Fax#: <u>818-349-5615</u> Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI 8AM - 7_ PM MONTUEWED_THU_FRI MON_TUE_WED_THU_FRI
---	--	---

Collection Site #	Service Planning Area 3	
6	(Circle Zip Code)Pasadena 9003291101900429006590041912029100891208Additional zip code previously approved by DCFS: 91001Pasadena, CA 91105Approval needed for zip code 91105MON_TUE_WED_THU_FMON_TUE_WED_THU_F	RI 8 AM - <u>7 PM</u>
7	(Circle Zip Code)El Monte917329173391734917459173191734Days of Operation:MON_TUE_WED_THUFHours of Operation:MON_TUEWEDTHUMONTUEWED	RI 8 _AM - <u>7 _</u> PM
8	(Circle Zip Code)NameNCADD PomonaPomona917669176791765917689171191750919-629-40849177391775Fax#: 909-626-4086Days of Operation:MON_TUE_WED_THUFMON_TUE_WED_THUFMON_TUEWED THU	RI 8_AM - <u>7_</u> PM
9	(Circle Zip Code) Name_ABC Labs Glendora 91702 91724 91748 91744 91722 91723 Phone#: 626-581-8006 91790 91791 91792 Fax#: Days of Operation: MON_TUE_WED_THU_F Hours of Operation:	 RI <u>8</u> AM - <u>7_</u> PM

Collection Site #	Service Planning Area 4		
10	(Circle Zip Code) Name <u>ABC Labs</u> Metro North 90057 90006 90033 90031 90026 Fax#: Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 8_AM - 7_PM MON_TUE_WED_THU_FRI MON_FRI		

Collection Site #	Service Planning Area 5		
11	(Circle Zip Code) West Los Angeles 90019 90066 90291 <mark>90230</mark> 90405 90232 90402	Name_Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, STE 207 Culver City, CA 90230 Contact: Arnold Abrams Phone#: 310-837-1818 Fax#: 310-837-4473 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 8_AM - 7_PM MON_TUE_WED_THU_FRI_	

Collection Site #	Se	ervice Planning Area 6
12	(Circle Zip Code) Wateridge North 90016 90011 90047	Name_South Central Family Health Center Address: 4425 S Central AVE, Los Angeles, CA 90011 Contact: Ophelia Alvarez Phone#: 323-908-4200 Fax#: 323-908-4262 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_8_AM - 6_PM MON_TUE_WED_THU_FRI_
13	(Circle Zip Code) Wateridge South <mark>90002</mark> 90018 90062 90037 90008	Name Shields Place of Family Address: <u>93074 S Central AVE, Los Angeles, CA 90002</u> Contact: Janet/Theresa Phone#: <u>323-564-6982</u> Fax#: <u>323-564-5970</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_8_AM - 7_PM MON_TUE_WED_THU_FRI_
14	(Circle Zip Code) Compton 90222 90059 90262 90021	Name_WLCAC Family Source Center_ Address: <u>1212 E 108th ST, Los Angeles, CA 90059</u> Contact: <u>Sheila</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM – 5:30</u> PM (covid hrs) <u>MON_TUE_WED_THU_FRI</u>
15	Vermont Corridor <mark>90003</mark> 90044 90001	Name <u>Rebuild California Alliance</u> Address: <u>7656 S Avalon BLVD, Los Angeles, CA 90003</u> Contact: <u>Rider Paysinger</u>

Phone#: <u>323-352-6199</u>
Fax#: <u>323-252-6199</u>
Days of Operation:
MON_TUE_WED_THU_FRI_
Hours of Operation: MON-FRI 8 AM - 7 PM
MON_TUE_WED_THU_FRI

Collection Site #	Service Planning Area 7						
16	(Circle Zip Code) Name_ABC Labs Belvedere 90022 90201 90255 90640 90060 90023 90040 90058 90063 90270 90063 90063 MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_						
17	(Circle Zip Code)Name_LACADA Address: 11015 Bloomfield AVE Santa Fe Springs, CA 90670Santa Fe Springs9028090670Contact: Rachel Carrillo Phone#: 562-906-2676 						

Collection Site #	Service Planning Area 8						
18	(Circle Zip Code) South County 90805 90813 90731 90744	Name_ABC Labs Address: 1045 Atlantic AVE, #1004, Long Beach, CA 90813 Contact: TBD Phone#: 562-583-2418 Fax#: Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI MON_TUE_WED_THU_FRI					
19	Avalon, Catalina Island <mark>90704</mark>	Name_Catalina Island Medical Center_ Address: 100 Falls Canyon RD, Avalon, CA 90704 Contact: Lyra Garrido Phone#: 310-510-0700 Fax#: 310-510-2938 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_8_AM - 5_PM MON_TUE_WED_THU_FRI					
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: <mark>90301</mark>	Name <u>West Health Medical Group</u> Address: <u>1035 S Prairie #1, Inglewood, CA 90301</u> Contact: <u>James</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation:					

MON_TUE_WED_THU_FRI_
Hours of Operation: MON-FRI 8_AM - 7_PM
MON_TUE_WED_THU_FRI_

Saturday or Sunday Sites:

Collection Site #	Service Planning Area 1				
1	93534 or 93535 or 93536 or <mark>93550</mark> or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: <u>Two Lifestyles</u> Address: <u>1224 East AVE, STE C, Palmdale, CA 93550</u> Contact: <u>Bobby Hampton</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>SAT_</u> or SUN_ Hours of Operation: <u>SATURDAY_9 AM - 1 PM</u> <u>SAT_</u> or SUN			

Collection Site #	S	ervice Planning Area 2
2	91342 or 91402 or <mark>91405</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE, STE 206, Van Nuys, CA 91405</u> Contact: <u>Claudia</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>SAT</u> or SUN Hours of Operation: <u>SATURDAY_9_AM - 1_PM</u> <u>SAT</u> or SUN

Collection Site #	Service Planning Area 3					
3	90032 or 91101 or 90041 or 90042 or 90065 or 91732 or 91733 or 91745 or 91765 or 91766 or 91767 or 91768 or 91702 or 91724 or 91748 or 91744 or 91008 or 91208 or 91202 or 91731 or 91734 or 91711 or 91750 or 91773 or 91722 or 91723 or 91790 or 91791 or 91792 – Additional zip code previously authorized by DCFS: 91001 (Circle One Zip Code)	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: SAT or SUN Hours of Operation: <u>SATURDAY_9 AM - 1_PM</u> SAT or SUN				

Collection Site #	Service Planning Area 4					
4	90057 or <mark>90006</mark> or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: <u>Keeping Konnected</u> Address: <u>2140 W Olympic BLVD, STE 335</u> Los Angeles, CA 90006 Contact: <u>Chanice Ward</u> Phone#: <u>213-908-7346</u> Fax#: <u>213-908-7348</u> Days of Operation: SAT or SUN Hours of Operation: <u>SATURDAY_9 AM - 1PM</u> SAT or SUN				

Collection Site #	Service Planning Area 5					
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, STE 207 Culver City, CA 90230				

Collection Site #	Service Planning Area 6						
6	90016 or 90047 or <mark>90002</mark> or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code)	Name: <u>Shields Place of Family</u> Address: <u>9307 S Central AVE, Los Angeles, CA 90002</u> Contact: <u>Janet/Theresa</u> Phone#: <u>323-564-6982</u> Fax#: Days of Operation: SAT or SUN Hours of Operation: <u>SATURDAY_9_AM - 1_PM</u> SAT or SUN					

Collection Site #	Service Planning Area 7			
7	90022 or 90201 or 90255 or 90640 or 90660 or 90280 or 90670 or 90023 or 90040 or 90058 or 90063 or 90270 Circle One Zip Code)	Name: <u>Mela Counseling Services</u> Address: 5723 Whittier BLVD, Los Angeles, CA 90022 Contact: <u>Kathy Salazar</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: SAT or SUN Hours of Operation: SATURDAY_9_AM - 1_PM SAT or SUN		

Collection Site #	Service Planning Area 8					
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: West Health Medical Group Address: 1035 S Prairie #1, Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: SAT or SUN Hours of Operation: SATURDAY_9_AM - 1_PM SAT or SUN				

SAMPLE OF VENDOR INVOICE

			Addres	of Lab s of Lab e Number				
MM/DD/YYYY	act Accounting					Ir	voice D	
425 Shatto Pl Los Angeles,	ace Room 204 CA 90020					Ir	voice #	000000-00
		965053 :	-	<u>Description</u> Alcohol + ALC/MDM				
Last NameFirst NameDate of BirthCase NumberSample TrackingType and Reason for TestCollection DatePanel CodeCharge								

EXHIBIT B

		nt of Children and Family S						
		PROPOSED BID F			NG SERVICES			
_								
		(DATE SUBMITTED TO	DCFS: PHAMATECH	1, INC)				
#	AGENCY NAME	CONTACT INFORMATION	TABLE I	TABLE II URINE	TABLE III D/L	OVERALL		
			URINE	TEST FOR	ISOMER	TOTAL COST		
			TESTING FOR	вотн	TESTS			
			ALCOHOL	ALCOHOL AND	(X3,240)			
			(X700)		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
			(\$700)	DRUGS*				
				(X124,200)				
	PHAMATECH, INC.	DANA CONDE, Contract Manager 1 858 643 5555 dconde@phamatech.com	\$28.00	\$32.00	\$14.00	\$4,039,360		
	"National Institute on Drug Ab Five Panel Drug Test	use (NIDA) Five Panel Drug Test (Fiv	e Panel Drug Test) a	nd Other Drugs" as fo	llows:			
	Ū.							
	 Opiate panel: morphine, codeine & hydrocodone (Vicodin); Amphetamines: amphetamine, methamphetamine & MDMA (Ecstasy); 							
	Cocaine metabolites;							
	 Cannabinoids (marijuana); and 							
	Phencyclidine (PCP)							
	Other Drugs							
	Hydromorphone							
	Oxycodone							
	Heroin Methadone;							
	Zolpidem; and							
		razolam, clonazepam, lorazepam, diaze		1.1				

I.R.

EXHIBIT C

SAMPLE LINE ITEM BUDGET

BIDDER: PHAMATECH, INC.

DATE: 07/23/2021

1. DIRECT COSTS

A.Payroll Costs:

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Project Director	1	50%		\$90,000
Administrative Assistant	4	25%	1	\$70,000
Contract and Account Managers	2	50%		\$60,000
Customer Support	10	50%	-	\$200,000
Laboratory Technicians	6	100%	/	\$300,000
Specimen Collectors	50	30%	/	\$2,564,000
			1	
÷.	1	Total Payroll Costs		\$3,284,000

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance	30	/	\$50,000
Dental Insurance	30		\$ 6,000
	Total Employ	ee Benefits Cost	\$56,000

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	30		\$50,000
FICA	30		\$14,000
State Disability	30		\$25,000
61	T	otal Payroll Taxes	\$89,000

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability/Auto/Professional Insurance		\$7,000
Workers' Compensation Insurance		\$8,000
Vehicle and Equipment (Material Handling, Office) Leases		\$15,000
Telephone and Utilities		\$40,000
Office, Space, Facilities Leases/Rents/Mortgage		\$100,000
Services (Non-subcontractor) and Supplies (Office/Operational)		\$40,000
Total Insurance, Equipment and Operation Expenses		\$210,000
TOTAL	DIRECT COSTS	\$3,639,000

2. INDIRECT COSTS

	N	Ionthly Cost	Annual Cost	
General Accounting/Bookkeeping		1	\$12,000	
		/	\$8,000	
Overhead			\$67,000	
Total Insurance, Equipment and Operation Expenses				
		1		
	TOTAL INDIR	ECT COSTS	\$87 <u>,</u> 000	
			1	
	TOTAL DIRECT AND INDIR	ECT COSTS	\$3,726,000	
%	PERCENTAGE TO	TAL PROFIT AMOUNT	\$ <mark>31</mark> 3,360	
		1		
	TOTAL ANNU	JAL COSTS	\$4,039,360	
	otal Insura	ing otal Insurance, Equipment and Operation TOTAL INDIR TOTAL DIRECT AND INDIR % PERCENTAGE TO	tal Insurance, Equipment and Operation Expenses TOTAL INDIRECT COSTS TOTAL DIRECT AND INDIRECT COSTS PERCENTAGE TOTAL PROFIT	

Sypedrext Reas




BUDGET NARRATIVE Company: Phamatech, Inc. Date: 07/23/2021

Phamatech, Inc. operates a 60,000 square foot facility in San Diego, CA and is capable of testing approximately 250,000 specimens per month, with no limitations or restrictions. Our economies of scale, advanced technologies and diverse businesses have resulted in maximum efficiencies in production, laboratory testing, shipping and overall operation, which allows us to remain competitive.

Phamatech, Inc. will provide all the services required in the IFB Urine Sample Collection for Drug and Alcohol Testing Services (CMS 17-0049-1). The proposed budget includes:

A. Technology and Training Cost:		Annual Cost
Custom Built Programming for Phone Notification System	Upfront Cost	\$10,000
Custom Built Programming for Electronic Referral System	Upfront Cost	\$10,000
Custom Built Programming for Electronic Results Reporting System	Upfront Cost	\$10,000
Custom Built Programming for Collection Site and Laboratory Integration System	Upfront Cost	\$20,000
Installation and Maintenance of Equipment and Software at Collection Sites	Upfront Cost	\$30,000
Continuous Training Collectors at Collection Sites	l	\$10,000
Continuous Operation Training		\$10,000
Subtotal Technology Cost		\$100,000
B. Personnel:	% of time	Annual Cost
Project Director	Part time	\$90,000
Administrative Personnel	Part time	\$70,000
Contract / Account Managers	Full Time	\$120,000
Customer Support Personnel	Part Time	\$200,000
Laboratory Technicians	Part Time	\$300,000
Specimen Collectors	Part Time	\$2,200,000
Couriers	Full Time	\$200,000
Subtotal Personnel Cost		\$3,180,000
C. Shipping / Transportation	NO STATE	Annual Cost
Shipping cost		\$25,000
Auto Leases, Insurance, Gas and Mileage		\$60,000
Subtotal Shipping / Transportation Cost		\$85,000
D. Equipment / Insurance / Operation Expenses	10 A 10	Annual Cost
Laboratories Testing Equipment and Supplies		\$300,000
Phones + Internet + Utilities		\$80,000
Subtotal Shipping Cost		\$380,000





E. Indirect Cost	Annual Cost
Administrative	\$20,000
Overhead	\$70,000
Subtotal Indirect Cost	\$90,000
F. Profit	Charles Contract Co
Subtotal Profit	\$204,360
TOTAL ANNUAL COST	\$4,039,360

CONTRACTOR'S EEO CERTIFICATION

Phamatech, Inc.

Contractor Name

15175 Innovation Drive, San Diego, CA 92128

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes	No
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes	No
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes 🖌	No 🗌
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes 🖌	No 🗌
Da	na M Conde / Contract Manager		
Auth	orized Official's Printed Name and Title		
Dana M Conde Digitally signed by Dana M Conde Date: 2021.07.30 16:04:29 -07'00'		07-30-2021	
Authorized Official's Signature		Dat	e

COUNTY'S ADMINISTRATION

CONTRACT NO. <u>082021</u> COUNTY PROJECT DIRECTOR:

	Name:	Jennifer	Hottenroth
--	-------	----------	------------

Title: <u>Acting Division Chief</u>

Address: 2325 Crenshaw Blvd. Torrance, Ca. 90501

Telephone: (310) 972-3204

Facsimile: N/A

E-Mail Address: <u>hottje@dcfs.lacounty.gov</u>

COUNTY PROJECT MANAGER:

Name: Nayat Mutafyan

Address: 5757 Wilshire Blvd Suite 200, Los Angeles, Ca. 90036

Children Services Administrator

Telephone: (323) 900-2366

Facsimile: N/A

Title:

E-Mail Address: <u>mutafn@dcfs.lacounty.gov</u>

COUNTY CONTRACT PROJECT MONITOR:

Name: Kristine Grush

Title: Children Services Administrator

Address: 5757 Wilshire Blvd Suite 200, Los Angeles, Ca. 90036

Telephone: (323) 900-2375

Facsimile: <u>N/A</u>

E-Mail Address: <u>aminkr@dcfs.lacounty.gov</u>

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Phamatech, Inc. CONTRACT NO: 082021 CONTRACTOR'S PROJECT MANAGER:		
Name:	Dana M Conde	
Title:	Contract Manager	
Address:	15175 Innovation Road	
	San Diego, CA 92128	
Telephone:	888-635-5840 X 276	
Facsimile:	858-635-5843	
E-Mail Address:	dconde@phamatech.com	

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Tuan H Pham
Title:	President/CEO
Address:	15175 Innovation Road
	San Diego, CA 921287
Telephone:	888-635-5840 X 223
Facsimile:	858-635-5843
E-Mail Address:	tuan@phamatech.com
Name:	Dana M Conde
Title:	Contract Manager
Address:	15175 Innovation Drive
	San Diego, CA 92128
Telephone:	888-635-5840 X 276
Facsimile:	858-635-5843
E-Mail Address:	dconde@phamatech.com

Notices to Contractor shall be sent to the following:

Name:	Dana M Conde	
Title:	Contract Manager	
Address:	15175 Innovation Drive	
	San Diego, CA 92128	
Telephone:	888-635-5840 X 276	
Facsimile:	858-635-5843	
E-Mail Address:	dconde@phamatech.com	

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Phamatech, Inc.

Contract No. 082021

07

/ 30 / 21

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:	Dana M Digitally signed by Dana Conde Date: 2021.07.30 16 11 40 -07'00'	DATE:
PRINTED NAME:	Dana M Conde	
POSITION:	Contract Manager	

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name	 Contract No.	
Employee Name		

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE:	 DATE://
PRINTED NAME:	
POSITION:	

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:	

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



No shame. No blame. No names.

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?

www.babysafela.org

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 hava escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Phamatech, Inc.

Company Name

15175 Innovation Drive, San Diego, CA 92128

Address

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

 \checkmark

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Dana M Conde Digitally signed by Dana M Conde Date: 2021.07.30 16:32:12 -07'00'

07-30-2021

Signature

Date

Dana M Conde / Contract Manager

Name and Title of Signer (please print)

Exhibit K

DEPARTMENT OF AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of the handbook is to establish required accounting, financial reporting, internal control, and contract administration standards for organizations that contract with Los Angeles County.

Revision: June 2021

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

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

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

1.1 Accrual Basis

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

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 Cash Basis

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

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

1.3 <u>Prepaid Expenditures</u>

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

2.0 <u>Accounting System</u>

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

2.1 <u>General Journal</u>

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

Example:DebitCreditRent Expenditure100Rent Payable100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

2.3 <u>Cash Disbursements Journal</u>

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

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

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

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

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

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

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

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

2.4 <u>General Ledger</u>

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

2.5 <u>Chart of Accounts</u>

A Chart of Accounts must be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines to properly classify employees and independent contractors.

2.7 Invoices/Billings

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

3.0 <u>Records</u>

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which have resulted in the destruction, damage, or alteration, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

3.1 <u>Retention</u>

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Encryption

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

3.3 <u>Supporting Documentation</u>

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

Electronic documentation is permitted when the source documentation originated electronically. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), CONTRACTOR shall retain the original source document for inspection by COUNTY. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

<u>Payroll</u>

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- Time distribution records by program, accounting for total work time on a daily basis for all employees.
- Records showing actual expenditures for Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Personnel Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

Contracted/Consultant Services

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

<u>Travel</u>

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

Vehicle Expenditures

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are <u>primarily</u> used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
 - Trip dates
 - Origin and destination addresses of the trip
 - Purpose of the trip and how it relates to the Agreement services
 - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are <u>not primarily</u> used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
 - Date and time of travel
 - Origin and destination addresses of the trip and the resulting mileage
 - Purpose of the trip and how it relates to the Agreement services
 - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
 - Parking and toll charges reimbursed
 - o Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

Operating Expenditures (e.g., utilities, office supplies, equipment rentals)

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.

Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that loan proceeds were actually used for COUNTY programs.

To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

3.4 <u>Payments to Affiliated Organizations or Persons (i.e., Related Party</u> <u>Transactions)</u>

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased. Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

3.5 <u>Filing</u>

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

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

3.6 <u>Referencing</u>

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

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

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

4.0 Donations and Other Sources of Revenue

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue. Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

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

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

6.0 <u>Single Audit Requirements</u>

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

7.0 <u>Subcontracts</u>

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

CONTRACTOR must provide COUNTY with copies of all executed subcontracts and must be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy. CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

B. INTERNAL CONTROLS

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. <u>Separate Fund or Cost Center</u>

All contract revenues must be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable in the accounting records through the use of cost centers or separate accounts.

1.2 <u>Manual Deposits</u>

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt or as soon as reasonably possible.

Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Deposit slips shall be retained in an organized manner, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the deposit slip and the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 <u>Separation of Duties</u>

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

2.0 <u>Disbursements</u>

2.1 <u>General</u>

All disbursements (other than those made for petty cash purchases), shall be made using a CONTRACTOR check, electronic funds transfer, or debit/credit card.

Blank check stock must be secured and accounted for to preclude unauthorized use.

Checks shall NOT be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" or withdrawals of cash shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher-level employee or Board member who shall also sign the check. If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. <u>Approvals and Separation of Duties</u>

Employees responsible for approving cash disbursements and/or signing checks must examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased and the employee making the purchase. In the event that external supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction.

The petty cash fund must be maintained on an imprest (fixed) basis. A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

2.4 <u>Credit Cards</u>

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

All credit card disbursements must be supported by original invoices, store receipts, or other external authenticating documents indicating each item purchased, the employee making the purchase, and the justification for the purchase. *Credit card statements alone are not sufficient support for credit card purchases.*

3.0 <u>Timekeeping</u>

3.1 <u>Timecards</u>

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate the total hours worked each day by program and the total hours charged to each of the CONTRACTOR'S programs. *Time estimates alone do not qualify as support for payroll expenditures and will be disallowed upon audit.*

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time reports.

3.2 <u>Personnel and Payroll Records</u>

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information, such as, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s))
- Performance evaluations
- Criminal record clearance (if required)

- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.3 Incentive Compensation

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

3.4 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

If an employee serves in the same or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

3.5 <u>Separation of Duties</u>

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment. All other assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.1 <u>Acquisition</u>

As specified in the contract, CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY contract.

4.2 <u>Non-Capital Asset Equipment</u>

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, fax machines, and other portable assets).

4.3 <u>Asset Identification and Inventory</u>

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

Each CONTRACTOR must maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

An inventory of all fixed assets must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.
4.4 <u>Depreciation and Use Allowance</u>

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of:
 - o Land
 - Buildings and equipment donated by governmental agencies
 - Buildings and equipment contributed by the CONTRACTOR to satisfy funding matching requirements
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property," contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.5 <u>Rental Costs of Buildings and Equipment</u>

Rental costs are allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a "sale and leaseback" arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a "less-than-arms-length" lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

4.6 <u>Security</u>

Physical security must be adequately maintained over fixed assets to prevent the misuse or theft of COUNTY property.

4.7 <u>Property Management</u>

The CONTRACTOR must assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with contract funds.

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

- 5.0 <u>Bonding</u> All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks) shall be bonded.
- 6.0 <u>Investments</u> COUNTY program funds may not be utilized for investments where there is a risk of loss.
- C. COST PRINCIPLES
 - 1.0 <u>Policy</u>

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of expenditures.

If a CONTRACTOR is unsure of the allowability of any particular type of expenditure, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the expenditure.

1.2 Expenditures Incurred Outside the Agreement Period

Expenditures charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenditures related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 <u>Budget Limitation</u>

Expenditures must not exceed the maximum limits in the contract budget.

1.4 <u>Unspent Program Funds</u>

CONTRACTOR must return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 <u>Necessary, Proper and Reasonable</u>

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 <u>Allocable Expenditures</u>

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

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In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

Under no circumstances shall allocated expenditures be charged to an extent greater than 100% of actual expenditures or the same expenditure be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

Shared costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

2.3 Acceptable Indirect Cost Allocation Methods

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate
- De minimis rate

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example:

Agency-wide indirect costs Less: Capital Expenditures	\$250,000 <u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenditures are treated as direct costs. Shared costs, such as depreciation, facility and equipment rentals, facilities maintenance, telephone, and other similar expenditures, are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenditures, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

Negotiated Indirect Cost Rates

CONTRACTORS have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency with the largest dollar value of Federal awards funded to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR must submit a copy of the approval letter to COUNTY upon request.

De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.

2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

2.5 <u>Cost Allocation Plan</u>

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

- 1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (e.g., simplified, direct, multiple, negotiated rate, de minimis rate)
 - Indirect cost rate allocation base (e.g., direct salaries and wages, direct costs)
- 2. Identify the CONTRACTOR'S direct, shared, and indirect costs (by category) and describe the cost allocation methodology for each category.
- 3. Signature of CONTRACTOR management certifying the accuracy of the plan.

D. UNALLOWABLE COSTS

The Uniform Guidance addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., including, but not limited to, NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- Permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- Misuse or dissipate scarce public resources

1.0 <u>Independence</u>

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by the Nonprofit within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 <u>Oversight Mechanisms</u>

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 <u>Oversight Committees</u>

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a Compensation and Employee Benefits Committee composed entirely of independent directors to establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the COUNTY receives a copy of the annual audit report and all other audits, reviews, and other third-party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance must include an endorsement naming the COUNTY as an additional insured.

2.0 <u>Activity</u>

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.0 <u>Reporting Fraud/Misconduct</u>

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of COUNTY personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by COUNTY personnel.
- Favoritism/nepotism in the awarding of COUNTY contracts, or selection of vendors.
- Theft or misuse of any funds, resources, or equipment.

Reportable conditions must be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by Internet to:

Online: www.fraud.lacounty.gov

Email:fraud@auditor.lacounty.govToll Free:(800) 544-6861U.S. Mail:County of Los AngelesDepartment of Auditor-ControllerOffice of County Investigations,500 W. Temple Street, Suite 514Los Angeles, CA 90012

Agency Name Bank and Account # For the Month Ended June 30, 202X

Balanc	e Per Bank Statement			\$3	35,000.00	
Add:	Deposit(s) in Transit			\$	4,000.00	
	Bank Service Charge (erroneously posted to be reversed next month)			\$	20.00	[1]
Less:	Outstanding Checks #100 #101 #102 Bank Posting Error (to be reversed next month)	\$ \$ \$	1,000.00 500.00 500.00	-	(2,000.00) (120.00)	[1]
Adjuste	ed Bank Balance			\$ 3	6,900.00	
Balanc	e Per Book			\$ 3	86,950.00	
Less:	Bank Charges	\$	40.00			
	Post Error	\$	10.00	\$	(50.00)	[1]
Adjuste	ed Book Balance			\$ 3	6,900.00	
Prepare	ed by:		Date			
Review	ed by:		Date			

[1] Reconciling items.

Petty Cash Log January 202X

Program/Location: _____

Approved Petty Cash Fund Amount: _____

Date of Transaction	Description of Transaction	Account Code	Ca	ash Out		mount of ansaction		Cash eceived	в	alance
				Be	egin	ning Petty	Casł	n on Hand	\$	500.00
1/1/202X	Parking	XX-XXX	\$	10.00	\$	10.00			\$	490.00
1/5/202X	Postage	XX-XXX	\$	10.00	\$	10.00			\$	480.00
1/8/202X	Supplies (Posterboard)	XX-XXX	\$	5.00	\$	5.00			\$	475.00
1/12/202X	Replenishment Check #101	XX-XXX					\$	25.00	\$	500.00
	Total	•	\$	25.00	\$	25.00	\$	25.00		
			-			ding Petty		n on Hand	\$	500.00

Petty Cash Custodian Signature

Petty Cash Log Reviewer Signature

Date

Date

EXHIBIT L

COUNTY OF LOS ANGELES - DEPARTMEN CONTRACTS ADMINIS FEDERAL AWARD INFOR FISCAL YEAR 202	TRATION DIVISION MATION (2CFR 200.332)
Date of Notification: Subrepient Name: _	
Contract Number: Federal Award Ident	ification Number (FAIN):
Federal Award Date:	
Subaward Period of Performance: Sul	
Amount of Federal funds obligated by the pass-through entity:	
Amount of Federal funds obligated to the subrecipient by the pas 082021	s-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:	^(F) Agency's Assistance Listing Number: (Formerly Catalog of Federal Domestic Assistance)
Please complete, sign the bottom portion, and return to:	
Department of Children and Family Service Attention: 425 Shatto Place, Room 400,	
Agency's DUNS number:	
Indirect Cost Rate letter: Yes No 🗸	1
Acknowledgment: As pursuant to CFR Section 200.331(a)(1)(xii), this Research and Development under this contract.	s is to acknowledge that this Agency does not engage in any
Phamatech, Inc.	
Agency's Legal Name	
Dana M Conde	Dana M Conde Digitally signed by Dana M Conde
Agency's representative (Print Name)	Date: 2021.07.30 16:37;18 -07'00'
	sos 🗸 stotomorial
Contract Manager	07-30-21
Title	Date
Tuan H Pham	- the h
Agency's representative (Print Name)	Signature
	J
President/CEO	07-30-21
Title	Date

Rev. 6/16/21

witt 1 -

NAT Phonetic Alphabet	NAT	Phone	tic Alp	phabet
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А	Alpha	Ν	November
В	Bravo	0	Oscar
С	Charlie	Р	Рара
D	Delta	Q	Quebec
Е	Echo	R	Romeo
F	Foxtrot	S	Sierra
G	Golf	Т	Tango
Н	Hotel	U	Uniform
Ι	India	V	Victor
J	Juliet	W	Whiskey
K	Kilo	Х	X-ray
L	Lima	Y	Yankee
М	Mike	Ζ	Zulu



AMENDMENT NUMBER ONE

то

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

CONTRACT NUMBER 082021

WITH

PHAMATECH, INC.

August 2021

1/12276

AMENDMENT NUMBER ONE URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

This Amendment Number One ("Amendment") to Urine Sample Collection for Drug and Alcohol Testing Services Contract, ("Contract") is made and entered into by and between the County of Los Angeles, ("COUNTY"), and Phamatech, Inc. ("CONTRACTOR"), this <u>25th</u> day of <u>August</u>, 2021.

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 8.0, CHANGES AND AMENDMENTS, subsection 8.1 of Contract Number 082021; and

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:

- 1. Exhibit A, Statement of Work, Section 9.0 COLLECTION PROCESS, sub-section 9.1 is deleted in its entirety and replaced as follows:
 - 9.1 CONTRACTOR shall ensure that all Collection Sites perform urine sample collection witnessed by a person of the same sex as the client giving the sample. 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.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER ONE URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

IN WITNESS WHEREOF, the Board of Supervisors of COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and CONTRACTOR has caused this Amendment 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 CONTRACTOR warrant under penalty of perjury that they are authorized to bind CONTRACTOR in this Amendment. This Amendment 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.

co	OUNTY OF LOS ANGELES			CONT	RACTOR	
By:	Bobby D. Cagle	Digitally signed by Bobby D. Cagle Date: 2021.08.25 09:27:22 -07'00'	Date:8/25/2021	Phamatech, Dana M By: Conde	Digitally signed by Dana M	3-17-2021
	Departmer	CAGLE, DI		_{Name:} Dar	na M Conde	
	Family Ser	vices		Title: Cont	ract Manager	
			-	By: In	9	7-2021
					an Pham	
				Title: Pres	ident/CEO	_
				Tax Identifica	ation Number	

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA County Counsel

By: David Beaudet Date: 2021.08 17 12:52:05 -07'00'

Date: 8/17/2021

David Beaudet, Senior Deputy County Counsel



AMENDMENT NUMBER TWO

то

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

CONTRACT NUMBER 082021

WITH

PHAMATECH, INC.

JULY 2022

AMENDMENT NUMBER TWO URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

This Amendment Number Two ("Amendment") to Urine Sample Collection for Drug and Alcohol Testing Services Contract, ("Contract") is made and entered into by and between the County of Los Angeles, ("COUNTY") and <u>Phamatech, Inc.</u> ("CONTRACTOR"), this <u>27</u> day of ______, 2022.

WHEREAS, on April 5, 2022, the State of California, Department of Social Services approved Department of Children and Family Services' (DCFS) request to extend Contract Number 082021 up to One year and 11 months, effective August 1, 2022 through June 30, 2024;

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 8.0, CHANGES AND AMENDMENTS, subsection 8.1 of Contract Number 082021; and

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:

- 1. Section 4.0 Term of Contract, Subsection 4.1.1 is added as follows:
 - 4.1.1 The Contract is extended for 11 months, effective August 1, 2022 through June 30, 2023. The term of this Contract may be further extended by the Director of DCFS or designee, by written notice, effective July 1, 2023 through June 30, 2024.
- 2. Section 5.0 Contract Sum, Subsection 5.1 is deleted in its entirely and replaced as follows:
 - 5.1 The Maximum Contract Amount for this contract is \$7,912,157.50.
- 3. Section 5.0 Contract Sum, Subsection 5.1.2 is deleted in its entirely and replaced as follows:
 - 5.1.2 The Maximum Contract Amount for the additional six (6) months extension if additional time is necessary to complete a solicitation or negotiation of a new contract is \$2,019,680.
- 4. Section 5.0 Contract Sum, Subsections 5.1.3 is add as follows:
 - 5.1.3 The Maximum Contract Amount for this Amendment Two from August 1, 2022 through June 30, 2023 is \$3,872,797.50.

- 5. Section 5.0 Contract Sum, Subsection 5.5.5 is revised to read as follows:
 - 5.5.5 Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the County Program Manager for review and approval, as follows:

County of Los Angeles Department of Children and Family Services Attention: Accounting Services, 14th fl., 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 Attention: Urine Sample Collection for Drug and Alcohol Testing Services County Program Manager 5757 Wilshire Blvd, Suite 200 Los Angeles, CA 90036

- Section 8.24, General Provisions for All Insurance Coverage, Subsection 8.24.1 Evidence of Coverage and Notice to County is revised to read as follows:
 - 8.24.1 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 policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
 - 3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
 - 4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the Urine Sample Collection for Drug and Alcohol Testing Services email address email at: <u>DAATS@dcfs.lacounty.gov</u>

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

- Section 9.0 Unique Terms and Conditions, Subsection 9.9 COVID-19 Vaccinations of County Contract Personnel is added as follows:
 - 9.9 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
 - 9.9.1 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
 - 9.9.2 Prior to assigning Contractor Personnel to perform In-Person Services Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth. vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract,

and must provide such records to the County for audit purposes, when required by County.

- 9.9.3 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 9.9.4 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit N (COVID-19 Certification of Compliance) is a required part of any agreement with the County.
- 8. Exhibit B-1, Pricing Schedule is add to the Contract as attached to this Amendment.
- 9. Exhibit C-1, Contractor's Line Item Budget is added to the Contract as attached to this Amendment.
- 10. Exhibit N, COVID-19 Certification of Compliance is added to the Contract as attached to this Amendment.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER TWO URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

IN WITNESS WHEREOF, the Board of Supervisors of COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and CONTRACTOR has caused this Amendment 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 CONTRACTOR warrant under penalty of perjury that they are authorized to bind CONTRACTOR in this Amendment. This Amendment 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

Brandon	Digitally signed by Brandon T. Nichols	7 07 0	
By: T. Nichols	Date: 2022.07.27 21:48:41 -07'00'	7-27-2 Date:	

BRANDON T. NICHOLS, DIRECTOR Department of Children and Family Services

By: Dana	a M Conde Digitally signed by Dana M Conde Date: 2022.06.30 11.22.59 -07:00	Date:	6-30-2
Name:	Dana M Conde		
Title: C	ontract Manager		
By:	4 C	Date:	6-30-2
Name:	uan H Pham		
Title: P	resident/CEO		

Tax Identification Number

APPROVED AS TO FORM: DAWYN R. HARRISON Acting County Counsel

By: David Beaudet Digitally signed by David Beaudet Date: 2022.06.24 13:59:18 -07'00'

Date:

David Beaudet, Senior Deputy County Counsel





EXHIBIT B-1

EXHIBIT B-1 - PRICING PROPOSAL

FOR CONTRACT 082021: FULL SERVICE AS STATED IN IFB CMS# 17-0049-1

Department of Children and Family Services - Contracts Administration Division

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

PROPOSED BID PRICE

(DATE SUBMITTED TO DCFS: JUNE 14, 2022)

1	PHAMATECH, INC.	DANA CONDE Contract Manager 1-858-643-5555 dconde@phamatech.com	\$28.00	\$33.55	\$14.00	\$4,224,870
			TESTING FOR ALCOHOL (X700)	TEST FOR BOTH ALCOHOL AND DRUGS* (X124,200)	ISOMER TESTS (X3,240)	COST
#	AGENCY NAME	CONTACT INFORMATION	TABLE 1 URINE	TABLE II URINE	TABLE III D/L	OVERALL TOTAL

* Please see Statement of Work, Section 3.0 Definitions, Sub-Section 3.20





LINE ITEM BUDGET

Date: 06/14/2022

BIDDER: Phamatech, Inc.

.....

1. DIRECT COSTS

Position Title / Description	# of Positions	% of Time	Annual Cost
Project Director	1	50%	\$78,000
Administrative Assistant	3	25%	\$50,000
Contract and Account Managers	2	50%	\$55,000
Customer Support	8	50%	\$160,000
Laboratory Technicians	5	100%	\$255,000
Specimen Collectors	48	100%	\$2,791,000
Total Payroll Costs	n n		\$3,389,000

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance	25		\$45,000
Dental Insurance	25		\$10,000
Total Employees Benefit Costs:			\$55,000

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

Description	Number of Employees	Monthly Cost	Annual Cost
Federal and State Taxes	25		\$45,000
FICA	25		\$13,000
State Disability	25		\$22,000
Total Payroll Taxes			\$80,000

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability / Auto Professional Insurance		\$15,000
Worker's Compensation Insurance		\$15,000
Vehicle and Equipment (material Handling, Office) Leases		\$75,000
Telephone and Utilities		\$40,000
Office, Space, Facilities Leases/rents/Mortgage		\$115,000
Services (Non-subcontractor) and Supplies (Office/Operation)		\$15,000
Total Insurance, Equipment and Operation Expenses		\$275,000



TOTA	L DIRE	CT CC	OSTS

EXHIBIT C-1 \$3,799,000

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting / Bookkeeping		\$12,000
Banking / Payroll Services		\$8,000
Overhead		\$70,000
Total Indirect Services		\$90,000

TOTAL INDIRECT COSTS	\$90,000

TOTAL DIRECT AND INDIRECT COSTS	\$3,889,000

PROFIT RATE (%)	%	PERCENTAGE TOTAL PROFIT	\$335,870
		AMOUNT	

TOTAL ANNUAL COSTS FOR <u>12 MONTHS</u>	\$4,224,870
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TOTAL ANNUAL	COSTS FO	R 11 MONTHS	
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\$3,872,797.50

TOTAL MONTHLY COSTS	\$352,072.50





EXHIBIT C-1

EXHIBIT C-1 -BUDGET NARRATIVE Company: Phamatech, Inc. Date: 06/14/2022

Phamatech, Inc. will provide all the services required in the IFB Urine Sample Collection for Drug and Alcohol Testing Services (CMS 17-0049-1). The proposed new budget includes:

A. Technology and Training Cost:		Annual Cost
Maintain Programming for Phone Notification System		\$5,000
Used to notify clients of days they need to test		
Maintain Programming for Electronic Referral System		\$5,000
Monitor daily message and changes on phone and laboratory system, used to notify collection sites of clients testing each day		
Maintain Programming for Electronic Results Reporting System		\$5,000
Monitor daily message and changes on phone and laboratory system, used to send testing results to LA DCFS		
Maintain Programming for Collection Site and Laboratory Integration System		\$10,000
Used for No Show reports, Turn Away reports, Clients testing and ID photo, continual software changes/improvement requested by LA DCFS by Phamatech IT Support		
Maintenance of Equipment and Software at Collection Sites		\$5,000
Provision of printers to some site and Software provided to all sites		
Continuous Training Collectors at Collection Sites		\$5,000
Protocol Training and onsite visits by Phamatech staff		
Continuous Operation Training		\$5,000
Protocol Training and onsite visits by Phamatech staff, collection site staff turnover is frequent and requires constant training		
Subtotal Technology Cost		\$40,000
B. Personnel:	% of time	Annual Cost
Project Director - Oversees all aspects of program performance, contract compliance	Part time	\$95,000
Administrative Personnel – Invoicing, General Accounting, Banking, inventory control	Part time	\$60,000
Contract / Account Managers – Day to Day Operations of program, manage contract requirements	Full Time	\$65,000





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	Annual Cost
	\$120,000
	\$40,000
	\$160,000
	Annual Cost
	\$20,000
	\$70,000
	\$90,000
	\$335,870
	\$4,224,870

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 Administration, Division 4 Miscellaneous Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, Dana M Conde	, on behalf of Phamatech, Inc.	, (the
"Subrecipient"), certify that on County Contract Seled One		

All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Digitally signed by Dana M Conde Date: 2022 06 30 11 25:19 -07'00 06-30-2022

Date

Signature Dana M Conde

Title Phamatech, Inc./Contract Manager

Company/Contractor Name



AMENDMENT NUMBER THREE

TO

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

CONTRACT NUMBER 082021

WITH

PHAMATECH, INC.

January 2023

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER THREE TO URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

This Contract ("Contract") made and entered into this <u>25</u> day of <u>January</u>, <u>2023</u> by and between the County of Los Angeles, hereinafter referred to as County and <u>Phamatech Inc.</u>, hereinafter referred to as "Contractor". <u>Phamatech Inc.</u> is located at <u>15175 Innovation Drive San Diego CA 92128</u>

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 8.0, CHANGES AND AMENDMENTS, subsection 8.1 of Contract Number 082021; and

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:

- 1. Section 5.0 Contract Sum, Subsection 5.1 is deleted in its entirely and replaced as follows:
 - 5.1 The Maximum Contract Sum for this contract is \$8,294,957.
- Section 5.0 Contract Sum, Subsections 5.1.3 is deleted in its entirely and replaced as follows:
 - 5.1.3 The Maximum Contract Amount for this Amendment Three from August 1, 2022 through June 30, 2023 is increased by \$382,799.50 from \$3,872,797.50 to \$4,255,597.
- Section 8.0 Standard Terms and Conditions, Subsection 8.55 Compliance with Fair Chance Employment Practices is deleted in its entirety and replaced with Compliance With Fair Chance Employment Hiring Practices as follows:
 - 8.55 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>. 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.

- 4. 9.0 UNIQUE TERMS AND CONDITIONS, Section 9.10 RECORDS AND INVESTIGATIONS is added to the Contract to read as follows:
 - 9.10.1 Upon request, CONTRACTOR shall provide COUNTY with copies of records and documents, and personnel records unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.

9.10.2 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, CDSS, COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports by mail or email to:

Department of Children and Family Services Contracts Administration Division 510 South Vermont Ave 14th Floor Los Angeles, CA 90020 Email: <u>CAD-Fiscal-Compliance@dcfs.lacounty.gov</u>

- 5. Exhibit A, Statement of Work, is deleted in its entirety and replaced with Exhibit A1, Statement of Work as attached to this Amendment.
- 6. Exhibit B-1, Pricing Schedule is deleted in its entirety and replaced with Exhibit B-2, Pricing Schedule as attached to this Amendment.
- 7. Exhibit C-1, Contractor's Line Item Budget is deleted in its entirety and replaced with Exhibit C-2, Contractor's Line Item Budget as attached to this Amendment.
- 8. Exhibit O, Information Security and Privacy Requirements is added to the Contract as attached to this Amendment.
- 9. Exhibit P, Fair Chance Employment Hiring Practice is added to the Contract as attached to this Amendment

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER THREE TO URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

IN WITNESS WHEREOF, the Board of Supervisors of COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and CONTRACTOR has caused this Amendment 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 CONTRACTOR warrant under penalty of perjury that they are authorized to bind CONTRACTOR in this Amendment. This Amendment 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

- Distribution of the	Phamatech, Inc.
Brandon T. Digitally signed by Brandon T. Nichols By: Nichols Date: 2023.01.25 14:54:55-08:00: Date:	By: Date: 12/23/2022
BRANDON T. NICHOLS, DIRECTOR Department of Children and Family Services	Name: Danz M. Conde Title: Contract Manager By: Date: 12/23/2022
	Name: Twon W. Phan Title: President/CEO
	Tax Identification Number
APPROVED AS TO FORM: DAWYN R. HARRISON Acting County Counsel	
By: David Beaudet Digitally signed by Di Date: 2022.12.19 14	avid Beaudet 18:44 -08'00' Date: 12/19/2022

David Beaudet, Senior Deputy County Counsel

EXHIBIT A1 - STATEMENT OF WORK

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021
STATEMENT OF WORK

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

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SECTION NUMBER AND TITLE

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5.0	CONTRACTOR'S REQUIREMENTS	
6.0	REFERRAL PROCESS	
7.0	COLLECTION SITES	
8.0	HOURS OF OPERATION	15
9.0	COLLECTION PROCESS	
10.0	SAMPLE SCREENING, ANALYSIS, AND CERTIFICATION	
11.0	ALCOHOL ANALYSIS AND CERTIFICATION	
12.0	CHAIN OF CUSTODY	
13.0	WARM LINE	
14.0	TOLL FREE NUMBER FOR DCFS CLIENTS FOR RANDOM AND	
	TESTING	
15.0	RECORD KEEPING	
16.0	TEST RESULTS AND REPORTS	
17.0	QUALITY CONTROL PLAN	
18.0	PROCESS COORDINATION	

EXHIBIT A-1 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT A-2 USER COMPLAINT REPORT (UCR)

EXHIBIT A-3 DEPARTMENT OF CHILDREN AND FAMILY SERVICES FORMS FOR SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

EXHIBIT A-4 LISTING OF 20 DESIGNATED ZIP CODES AREAS FOR COLLECTION SITES MONDAY – FRIDAY

EXHIBIT A-5 LISTING OF EIGHT DESIGNATED ZIP CODE AREAS FOR COLLECTION SITES SATURDAY OR SUNDAY

EXHIBIT A-6 LISTING OF LOS ANGELES COUNTY DCFS REGIONAL OFFICES BY SPA

EXHIBIT A-7d LISTING OF COLLECTION SITES

EXHIBIT A-8 SAMPLE OF VENDOR INVOICE

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."

Drug and Alcohol testing through sample 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 Sample Collection for Drug and Alcohol Testing services to COUNTY as specified in this Statement of Work (SOW). CONTRACTOR shall provide sufficient staff, equipment, supplies, facilities and multiple Collection Sites to perform the services of this SOW. All Collection Site practices shall be performed by sufficiently

qualified individuals in accordance with all applicable laws and with a respectful and sensitive response to COUNTY clients who are referred for Drug and Alcohol testing.

3.0 **DEFINITIONS**

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

- 3.1 **Alcohol Testing** A method of measuring the presence of alcohol in a person's body through analysis of 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, day after Thanksgiving, 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 with the Department of Children and Family Services (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 M 1, 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.
- 3.71 **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.

- 3.8 **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 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.
- 3.9 **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 Statement of Work (SOW).
- 3.10 **COUNTY** The Department of Children and Family Services (DCFS) on behalf of the County of Los Angeles and its Board of Supervisors, or representatives of the Los Angeles County Auditor-Controller.
- 3.11 **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.
- 3.12 **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.
- 3.13 **Cut-off Level(s)** The decision point or value used to establish and report a sample as negative, positive, adulterated, or invalid.
- 3.14 **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.
- 3.15 **Drug and Alcohol Testing** A method of measuring the presence of drugs and alcohol in a person's body through analysis of a collected sample.
- 3.16 **EIA** Enzyme Immunoassay is a procedure measuring antibodies to detect the analyte of interest and an enzyme linked to the antigen-antibody complex.

- 3.17 **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.
- 3.18 **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.
- 3.19 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.
- 3.20 Juvenile Dependency Court A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.21 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.
- 3.22 "National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs" as follows:
 - 3.22.1 Five Panel Drug Test
 - Opiate panel: morphine, codeine & hydrocodone (Vicodin);
 - Amphetamines: amphetamine, methamphetamine & MDMA (Ecstasy);
 - Cocaine metabolites;
 - Cannabinoids (marijuana); and
 - Phencyclidine (PCP)

3.22.2 Other Drugs

- Hydromorphone
- Oxycodone
- Heroin
- Methadone;
- Zolpidem; and

- Benzodiazepine (alprazolam, clonazepam, lorazepam, diazepam, iazepam, oxazepam, and temazepam).
- Fentanyl

3.22.3 Additional Drugs

- Any drugs not included in the regular panel as ordered by the Juvenile Dependency Court.
- 3.23 Law Enforcement Phonetic Alphabet (Exhibit M-1) will be used to identify the letters in both English and in Spanish.
- 3.24 **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.
- 3.25 **On-Demand Testing** An additional test ordered for a specific date as determined by the CSW, or as ordered by the Juvenile Dependency Court.
- 3.26 **Quality Assurance Plan** The plan developed by CONTRACTOR which defines all necessary measures to be taken by CONTRACTOR to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the agreement's Terms and Conditions and Statement of Work.
- 3.27 **Random Schedule** Testing done twice per month for a specific period of time.
- 3.28 **Referral** An authorization, issued by DCFS staff, for a County client to provide a drug and/or alcohol testing sample.
- 3.29 **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.
- 3.30 **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.
- 3.31 **Supervising Children's Social Worker (SCSW)** Supervisors with the Department of Children and Family Services (DCFS) who supervise, or meet the eligibility to supervise CSWs.
- 3.32 **Turn Away Notice Form** An explanatory form 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.

- Benzodiazepine (alprazolam, clonazepam, lorazepam, diazepam, iazepam, oxazepam, and temazepam).
- Fentanyl

3.22.3 Additional Drugs

- Any drugs not included in the regular panel as ordered by the Juvenile Dependency Court.
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- 3.27 Random Schedule— Testing done twice per month for a specific period of time.
- 3.28 **Referral** An authorization, issued by DCFS staff, for a County client to provide a drug and/or alcohol testing sample.
- 3.29 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.
- 3.30 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.
- 3.31 **Supervising Children's Social Worker (SCSW)** Supervisors with the Department of Children and Family Services (DCFS) who supervise, or meet the eligibility to supervise CSWs.
- 3.32 **Turn Away Notice Form** An explanatory form 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.

- 3.33 Unconfirmed Result When there is a positive test result and not enough sample to confirm the result.
- 3.34 **Sample Collection** The process of gathering samples provided by the clients as ordered by the Juvenile Dependency Court or requested by the DCFS staff.
- 3.35 Weekly Schedule Testing on a weekly basis for a specific period of time as ordered by the Juvenile Dependency Court.

4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contract Project Director (CPD).
- 4.2 The name and contact information of CPM and that of an alternate (ALT) authorized to act on behalf of COUNTY in CPM's absence shall be designated in writing in Exhibit D, COUNTY's Administration.
- 4.3 CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate COUNTY in anyway whatsoever beyond the terms of this Contract.
- 4.5 COUNTY shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this contract, which may include unannounced visits.
- 4.6 Monitoring may be performed by CPM or designated alternate or any other individual or group authorized by CPM.
- 4.7 COUNTY may provide a User Complaint Report (UCR) (Exhibit A-2) or other written or oral notice to CONTRACTOR whenever the requirements of this Contract are not being met.

5.0 CONTRACTOR'S REQUIREMENTS

5.1 CONTRACTOR shall provide a Contract Project Director (CPD) to manage all operations in connection with providing the services of this Contract, 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 provide brochures 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 DCFS withing 48 hours of receiving the complaint.
- 5.9.3 CONTRACTOR shall provide a monthly report of client complaints, which shall include the research and resolution for each complaint, and submit it to the County Program Manager (CPM) by the 25th 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 as indicated on Exhibit E, COUNTY'S ADMINISTRATION.

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 on 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) or using a Special Schedule as ordered by the Juvenile Dependency Court.
 - 6.1.1 DCFS staff will utilize the referral system/portal of 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 should contact the 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 Sites 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.

- 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 cliet 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.

6.2 Random Drug and Alcohol Testing

COUNTY shall set up 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.

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

6.5 Weekly or Specialized Schedule

COUNTY shall set up the Weekly schedule for Clients to test once per week with CONTRACTOR as ordered by the Juvenile Dependency Court.

6.6 Tracking and Scheduling

- 6.5.1 CONTRACTOR shall track all Clients participating in the Drug and Alcohol Testing Program with the following information:
 - a) Name of Client
 - b) Client's date of birth

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

6.7 Secured Web-Based Referral System

- 6.6.1 CONTRACTOR shall receive and process DCFS electronic referral data through a DCFS developed API. CONTRACTOR shall call the API every 15 minutes 24 hours a day 7 days a week with their own API call scheduling.
- 6.6.2 CONTRACTOR shall decrypt the DCFS electronic referral encrypted data transaction file using Advanced Encryption Standard (AES).
- 6.6.3 CONTRACTOR shall verify the number of transaction records in the DCFS electronic referral transaction data.
- 6.6.4 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.
- 6.6.5 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.
- 6.6.6 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).

- 6.6.7 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.
- 6.6.8 CONTRACTOR shall use a DCFS developed API to resend any missing referral data within 48hours.
- 6.6.9 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.
- 6.6.10 CONTRACTOR shall coordinate with DCFS Business Information Systems Division regarding the Drug and Alcohol System's Information Technologyrelated issues and provide resolution promptly.
- 6.6.11 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.
- 6.6.12 CONTRACTOR shall ensure all drug test results are corrected and validated before sending them to DCFS Electronic Drug and Alcohol Systems through Web API.
- 6.6.13 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.
- 6.6.14 CONTRACTOR shall ensure the flexibility of providing technical consultation and recommendations to the DCFS IT team to enhance the system performance.
- 6.6.15 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.

6.7 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 7.5, Confidentiality, of the Contract.

7.0 COLLECTION SITES

- 7.1 CONTRACTOR shall provide Monday through Friday, a minimum of 20 Collection Sites throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday. 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 two weeks in advance of any change in Collection Site location. Changes in Collection Sites are subject to the approval of CPM.
- 7.5 CONTRACTOR shall notify CPM in writing, within eight hours of determining that CONTRACTOR is unable to maintain a Collection Site in a designated zip-code, along with a plan to locate a new Collection Site.
 - 7.5.1 If CONTRACTOR is unable to locate a Collection Site within the designated zip-codes within 30 days of the first notification to CPM that CONTRACTOR is seeking a new Collection Site, CONTRACTOR shall notify CPM, in writing, of all efforts made to locate a Collection Site within the designated zip-codes. If approved by CPM in writing, CONTRACTOR may provide a substitute Collection Site outside of a designated zip-code.

- 7.6 CONTRACTOR's Collection Sites shall be listed on Exhibit A-7, Listing of Collection Sites.
 - 7.6.1 CONTRACTOR shall submit a new Listing of Collection Sites, Exhibit A-7, Listing of Collection Sites, to CPM upon approval when adding or deleting Collection Sites.
 - 7.6.2 CONTRACTOR shall ensure that all Collection Sites remain clean at all times of operation. CONTRACTOR shall make unannounced visits to every individual Collection Site 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 may utilize up to two Collection Sites above the minimum number of 20 Collection Sites identified in this Section 7.0 above to comply with Section 8.0, Hours of Operation (Please see Section 8.3 below).
- 7.8 CONTRACTOR shall ensure that there is a mimimum of one (1) collection site per SPA, to perform other methods of sample collection, included but not limited to Blood tests, Hair Follicle, Fingernail clippings, etc. as ordered by the Juvenile Dependency Court.
- 7.9 CONTRACTOR shall make every reasonable effort to process sample collection and testing outside of LA County, as well as outside California, to accommodate clients as ordered by the Juvenile Dependency Court.

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 Sample Collection for Drug and Alcohol Testing Services in Avalon, Catalina Island, shall be available between the hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of a lunch period. Weekend hours are not required in Avalon, Catalina Island. (Please see Exhibit A-4 and A-5, SPA 8, Zip Code 90704).
- 8.3 The required weekday hours of operation from 8:00 AM to 7:00 PM may be provided using no more than 2 sites in the designated zip codes identified for each office. For example, a Collection Site within a designated zip-code for each office may be open from 8:00 AM to 1:00 PM; and a second Collection Site within the same zip codes may service the same office from 1:00 PM to 7:00 PM, to comply with the 11 hour, Hours of Operation requirement.
- 8.4 CONTRACTOR shall make every effort to provide advance notice, within one hours to CPM as soon as known by CONTRACTOR of any unanticipated changes in hours of operation, or availability of a witness/collector (male or female).
 - 8.4.1 Contractor shall contact Clients with any changes in collection site hours of operation and any changes in the availability of on-site witnesses/collectors (male or female) via text message and shall post these changes along with alternate Collection site locations on their web site in both English and Spanish and post on the entrance door of the 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 changing needs of COUNTY.
- 8.6 Specialized Collection sites may have different operating hours.

9.0 COLLECTION PROCESS

- 9.1 CONTRACTOR shall ensure that all Collection Sites perform sample collection witnessed by a person of the same sex as the client giving the sample. 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.
- 9.2 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, 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 U.S. or out of country government issued valid photo identification document (e.g., Driver's license, passport, employer 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 will be provided with a document containing their photograph on DCFS letterhead by COUNTY (Note: The Client's photo must be of a quality that clearly identifies the Client), with the following information: Name of Client, Date of Birth, Case Number, CSW and SCSW names and phone numbers with at least one of their signatures, and the following language: "This serves as a means to allow the Client named herein to participate in the DCFS Drug and Alcohol Testing Program only." CONTRACTOR is 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.
- 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 3.22.

- 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 the laboratory are equal to the amount transported by the courier.

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 was collected.
- 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.
 - 14.2 The recorded message shall be in both English and Spanish 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 M-1), 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 M-1), 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 M-1) in English and the Spanish Phonetic Alphabet on the recorded message once a 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 every night 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 notify DCFS of their system downtime or business interruptions due to any unexpected situation.
 - 16.1.6 CONTRACTOR shall be able to encrypt the electronic test results in an encrypted transactions file using Advanced Encryption Standard (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 or drug test analysis and allows COUNTY staff who submit an alcohol or drug test referral the ability to have web-based access to obtain

results. The web-based drug test results system shall allow COUNTY staff to view and print results for that day, 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) 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),
- d) Name(s) of minor in the case,
- e) DCFS CSW's office location,
- f) DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed),
- g) DCFS CSW's file number (if the client is associated with more than one file number, all associated file numbers must be listed),
- h) Date of the report,
- 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,
- j) A listing of the drug test performed and corresponding results for each drug test with cutoff levels, and
- k) In case of a missed test, the date of the missed test.
- 16.1.8 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.
- 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:
 - 16.1.6.1 Negative test results shall be available on the next Business Day, following the day the sample was collected.
 - 16.1.6.2 Missed test (No-Show) shall be available within 48 hours after the day the sample was scheduled to be collected.

- 16.1.6.3 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.
- 16.1.6.4 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.
- 16.1.6.5 Positive test results shall be available no later than on the third Business Day, following the day the sample was collected.
- 16.1.6.6 Notwithstanding the timeframes above, for samples collected in Avalon, Catalina Island:
 - 16.1.6.6.1 Negative test results shall be available on the second Business Day, following the day the sample was collected.
 - 16.1.6.6.2 Missed test (No-Show) shall be available within 48 business hours after the scheduled testing day.
 - 16.1.6.6.3 Positive test results shall be available no later than on the fourth Business Day, following the day the sample was collected.
- 16.1.6.5 CONTRACTOR may hold test results beyond the identified timeframes if, in accordance with this Contract, a client was permitted to test and CONTRACTOR has not received the appropriate and complete documentation from COUNTY to the designated results within test release the timeframe. (e.g., COUNTY has not provided an on-demand signature/approval of an with the referral form SCSW.) CONTRACTOR should contact CSW to obtain the completed documentation from COUNTY. In the absence of CSW, CONTRACTOR should contact SCSW. In the absence of SCSW, CONTRACTOR should contact CPM.
- 16.1.6.6 Upon DCFS' verification of the transaction records in CONTRACTOR's electronic test results transaction file, one of the following will occur:
 - 16.1.6.6.1 CONTRACTOR shall receive a rejection File Message via email from DCFS if the number of transaction records in CONTRACTOR's electronic test results transaction file does not match.

- 16.1.6.6.1.1 For transactions with errors, a negative 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.
- 16.1.6.6.2 CONTRACTOR shall receive a DCFS acceptance File Message via email if the number of transaction records in the electronic test results transaction file matches.
- 16.1.6.7 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with the Sample Collection for Drug and Alcohol Testing Services Contract Section 7.5, Confidentiality, of the Contract.
- 16.1.7 When a sample is tested for both drugs and alcohol, the drug and alcohol test results shall be available simultaneously as a combined notification through both COUNTY's and CONTRACTOR's web-based systems within the timeframes established for each as stated in this Contract.
- 16.1.8 CONTRACTOR shall provide all test results for drugs and alcohol reports, simultaneously through both COUNTY's and CONTRACTOR's web-based systems within the timeframes established for each as stated in this Contract
- 16.1.9 As a temporary measure for the delivery of test results, CONTRACTOR may deliver test results by courier at CONTRACTOR's expense if and when both COUNTY's and CONTRACTOR'S web-based systems are unavailable.
- 16.2 Monthly Statistical Reports
 - 16.2.1 Every month, by the 9th 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
- Number of actual tests performed
 - o Drug & Alcohol Tests
 - o Alcohol Only Tests
 - o Other sample methods tests
 - Out-of-County/State Tests
 - Minor youth tests
- Percentage of Participants testing positive for drugs and alcohol
- Number of actual tests performed for each DCFS regional office during the prior month
 - o On-Demand Participants
 - o Random Program Participants
 - o Weekly Schedule Participants
 - Minor participants
- Number of open Referrals on file from each DCFS SPA Office as of the prior month end
 - o 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

16.4 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

STATE	MENT OF WORK	(SOW)	
REQUIRED SERVICES	PERFORMANCE	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	COUNTY monitors CONTRACTOR compliance with	If two (2) User Complaint Reports (UCR) are submitted in a twelve- month (12) period that indicate that CONTRACTOR is not in
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) CONTRACTOR is to ensure that all Collection Sites have access to a secure web based system to receive Drug and/or Alcohol Testing Referrals. (Section 9.0) All 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) 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,	services.	the Contract. County Program Manager (CPM) receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate	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. 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.

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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) 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.		incident of non-compliance.	 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 Each CAP submitted by CONTRACTOR that does not meet with COUNTY's approval, th liquidated damages shall apply. When the CONTRACTOR does not comply with SOW Section 14.0 the liquidated damages shall be \$1500 per occurrence. When the CONTRACTOR does not comply with SOW Section 16.0 the liquidated damages shall be \$1500 per occurrence.

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

This form is to be used by DCFS users of the DCFS Sample 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.

Dat	e of Report:	DCFS User Name:
DCI	FS Office Address:	
Pho	one No.	E-mail Address:
Dat	e(s) of Incident(s):	
Belo	w, please check the app	ropriate boxes and explain each incident separately:
	Contractor Project Di	rector (CPD) is not responding to messages.
	Contractor's staff not	available or not responding to messages.
	Illegal or inappropriat	e behavior by Contractor's staff.
	Contractor not submi	tting reports or maintaining records as required.
	Contractor unable to	receive Referral Requests as required.
	Collection Sites not p	roperly staffed and maintained as specified in the Contract.
	Contractor not proper	ly maintaining warm line and 800 number as specified in the Contract.
	Contractor not compl	ying with the Referral/database requirements as specified in the Contract.
	Contractor not compl	ying with the quality assurance requirements as specified in the Contract.
	Contractor not compl	ying with the chain of custody requirements as specified in the Contract.
	Contractor not pickir	ng up all samples the day they are collected.
	Other (describe):	

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, Los Angeles, CA 90020.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) FORMS FOR SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

The following forms are attached:

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

County of Los Angeles				Department of Children and Fa	amily Services (DCFS)
	DCFS A	LCOHOL - DRUG R		EST REFERRAL	
ATTENT		: Please	enroll client i	n the RANDOM SCHEDUL	E
		DRUGS AN			
(*Must be consistent with		ourt orders)	See Land		
I. CLIENT INFORMATION Client/Donor's Last Name	First Nam		Donor's Birtho	ons 1., 2., and 3., is ABSOLI late	Test Code (Initial of donor's last name ONLY
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Nar	ne		Is Testing Court Ordered? Yes No	Referral Date
Name of Oldest Minor in the Case] ponent of the Case: cle One) ER / FM / FR / PP	/ VFM/ VFR/ Other
Is donor taking medication? Yes No II IS THE DONOR A DIABETION		ase list name(s) of medicati s might alter the alcohol tes		YES NO	
. COLLECTION SITE INF Name of Collection Site	ORMATIO	NC		Hours of Operation	
Street				City	Code
. CSW, SCSW INFORMA	TION				
Last Name		First Name		CSW File #	Phone Number
SCSW Last Name		First Name		Phone Number	Fax Number
DCFS Office Name and Addr	ess	4			
. SPECIAL INSTRUCTIO	NS FOR	ORUG TESTING			
TERMINATION DATE (Note: termination date may not exc The timeframe for testing is f	This field i ceed six mo	s mandatory for all Referrals	al):	upervisor's signature (if applic	able):
Court-Ordered: YES Plea	ase make s	ure there is a Court Order or	n file.		
NSTRUCTIONS TO CSW					
Complete all information legil appropriate menu option whe			nt for alcohol a	nd/or drug testing. Please ins	struct client to choose
*** Court Number will not b	e accepted	. Writing in the Court numb	er will not allow	CSWs to receive test results	. The Hotline referral
number is used only if the Sta		is not available.			
NSTRUCTIONS TO CLIEI Please call (866) 599-3313 c	aily (Sunda	v through Thursday) after 7:	30 PM and pres	ss Option 1 to hear if your Tes	t Code has been called
You MUST test on the SAM	CSW. If	your Test Code is schedule you are on a specialized of	ed. A test take Irug-testing s	n on any other day will be co chedule, your CSW will giv	insidered invalid unless
If this Referral is not complet for testing. Lack of picture ID or attorney.	e and legibl) will not all	e, contact your CSW immed ow you to test. If you have a	liately. You also any questions r	o must present a valid picture egarding your drug testing, ple	ID each time you repor ease contact your CSV

Condado de Los Ángeles

Departamento de Servicios para Niños y Familia (DCFS)

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 a	ctual)	Extensión	

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

Apellido del Cliente/Donador	Nombre		Fecha de Nacimiento		Clave del Examen
Número del Hotline Referral (19 digits)*** (Por favor			l de servicio del caso: ule uno)ER / FM / FR / FR/ Otro	Fecha de la Referencia	
Nombre del Menor Mayor en e	l Caso		Nombre del Caso		
¿El cliente está tomando medio	camentos?	Sí 🗌 No 🛄 S	i la respuesta es sí, por fav	vor indique el nombre de los m	nedicamentos:
¿EL CLIENTE ES DIABETICO	(A)? (LaD	iabetes puede a	lterar los resultados del ex	amen de alcohol.) SI 🗌 NO	

2 INFORMACION DEL LUGAR DE COLECCION

A. IN ORMACION DEL LOOARE					
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: La fecha de terminación no podrá remisión):		Firma del supervisor (si es aplicable)			
El tiempo del examen es	DE:	A:			-
ORDENADO POR LA CORTE	E: SI 🗌 Por fa	vor asegúrese de qu	e haya una orde	en judicial en el archivo.	
The second s	NO				-

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. <u>Debe</u> hacer el examen el <u>mismo dia</u> que su Clave del Examen está programado. Un examen realizado en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba. Por favor escoja la apropiada opción de menú cuando llama al número 800.

Si esta forma no está completa o legible, contacte inmediatamente a su Trabajador/a Social. 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.

County of Los Angeles

testing, please contact your CSW or attorney.

Department of Children and Family Services

DCFS ALCOHOL - DRUG ON DEMAND TESTING REFERRAL

THIS REFER	RAL FORM DOES NO	T ENROLL CLIEN	IT IN THE RANDOM PRO	OGRAM
	DRUGS AND A Note: Information request		, 3 and 5., is ABSOLUTELY M	IANDATORY
Client/Donor Last Name	First Name	First Name		
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Case Name		Referral Date
Name of Oldest Minor in the case:		Service Compo (Please Circle		PP/VFM/VFR/Other
IS THE DONOR A DIABETIC? (Di	abetes might alter the alc	cohol test results)	YES NO	
Is donor taking medication? Yes INO	Indicate the name	es of the medicatio	ns	
2. COLLECTION SITE INFORM	ATION			
Name of Collection Site			Hours of Operation	
Street			City	Zip Code
B. 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 F	OR DRUG TESTING			
Court-Ordered: YES I It is <u>mandatory</u> that court ord NO Pre-authorization from the Pro (Please see the policy)			Supervisor's signature (Mandatory):
5. DATE FOR ON DEMAND TE	STING			
🗌 Today 🔲 Other Da	ate(s) (Multiple dates for s	specialized schedules	only):	- I and the state
NSTRUCTIONS TO CSW: Com esting.	plete all information legib	bly. This Referral is	s used to refer a client for	on demand alcohol or drug
INSTRUCTIONS TO CLIENT	S: Take this Referral	I to the Collectio	n Site and give it to the	e Collection Site staff.
f this Referral is not complete or ime you report for testing. Lack	r legible, contact your t of picture ID will not	CSW immediatel allow you to test.	y. You also must preser If you have any quest	it a valid picture ID each ions regarding your drug

Condado de Los Ángeles

Departamento de Servicios para Niños y Familia (DCFS)

DCFS ALCOHOL - REFERENCIA DE EXAMEN DE DEMANDA PARA DROGAS

ESTA FORMA DE RI				NTE EN EL P	ROGRAM	ALEATORIO
ALCOHOL SOLAME		GAS Y AL				
1. INFORMACION DEL CLIE	NTE Nota: La		querida en las sec	ciones 1, 2, 3, y 5,		MENTE OBLIGATORIA
Apellido del Cliente/Donador		Nombre			Fecha de Nac	cimiento
Número del Caso de DCFS (7 o Hotline referral # (19 digits)***	ligits) o	Nombre de	I Caso			
(realized)						
Nombre del Menor Mayor en el	Caso:			de servicio de R / PP/ VFM/ VF		favor circule uno)
¿EL CLIENTE ES DIABETICO	A)? (La Diabetes)	ouede alterar l	os resultados de o	el examen de alco	ohol) Sí 🗌	NO 🗌
¿El cliente está tomando medica	amentos? Indique	e el nombre de	e los medicamente	OS:		
Sí 🗌 No 🗌						
2. INFORMACION DEL LUG	AR DE COLLEC	IÓN		Same and the second		
Nombre del lugar de Colección				Horas de Ope	ración	
Calle				Ciudad		Código Postal
3. INFORMACION ACERCA	DE EL/LA TRAE	BAJADOR/A	SOCIAL, Y EL	LA SUPERVIS	OR/A	1
Apellido de CSW		Nombre		Número de Expediente (File #)		Número de Teléfono
Apellido de SCSW	Nombr	e		Número de Teléfono		Número de Fax
Nombre y dirección de la Oficina	de DCFS					
4. INSTRUCCIONES ESPEC	IALES PARA EL	EXAMEN D	DE DROGAS			
Ordenado por la Corte: Sí 🗌 E No 🗌 Pi Firma de SCSW (Mandatario):	s <u>obligatorio</u> que las re-autorización del					
5. FECHA DE EXAMEN DE I	DEMANDA					
Fecha que el cliente tier	ne el examen o	de demand	la:			
INSTRUCCIONES AL TRABAJA Complete toda la información le o de drogas.	DOR(A) SOCIAL: egiblemente. Esta	forma se util	iza para referir a	l cliente para un	examen de d	emanda de alcohol
INSTRUCCIONES AL CLIENTE	E: Lleve esta form	a al sito de co	olección y entrég	guela a un emple	eado 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.
EXHIBIT A-3

County of Los Angeles

Department of Children and Family Services

DCFS ALCOHOL - DRUG WEEKLY TEST REFERRAL

I. CLIENT INFORMATION Client/Donor's Last Name			uested in sections 1., 2., and 3., is ABSOLU nor's Birthdate		
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name		Is Testing Court Orde Yes : *Week must be court		
Name of Oldest Minor in the	Case		mponent of the Case:	/ PP/ VFM/ VFR/ Other	
Is donor taking medication? Yes No	If yes, please list name(s) o	of medication(s):			
IS THE DONOR A DIABETIC	C? (Diabetes might alter the a	alcohol test results)	YES NO		
2. COLLECTION SITE INF	ORMATION		5		
Name of Collection Site			Hours of Operation		
Street	1		City	Zip Code	
3. CSW, SCSW INFORMA					
Last Name	First Name		CSW File #	Phone Number	
SCSW Last Name	Name		Phone Number	Fax Number	
DCFS Office Name and Addre	ess				
. SPECIAL INSTRUCTIO	NS FOR DRUG TESTING	1			
TERMINATION DATE (Note: Thi may not exceed six months from	s field is mandatory for all Refer	The second s	e Supervisor's signate	ure (if applicable):	
The timeframe for testing is fi	rom: to:				
Court-Ordered: YES D Plea	ase make sure there is a Cour	rt Order on file.			
*Weekly testing must be cour	t ordered.				
NSTRUCTIONS TO CSW:			17		
Complete all information legit choose the appropriate menu			I and/or drug testing. Plea	se instruct the client to	
*** Court Number will not b	e accepted. Writing in the C	ourt number will not al	ow CSWs to receive test r	esults. The Hotline referra	
number is used only if the Sta					
NSTRUCTIONS TO CLIEN Please call (866) 599-3313 c		au) offer 7:30 PM to be	ar if your Test Code has h	een called You MUST tes	
on the <u>SAME DAY</u> that your instructions on when to tes	Test Code is scheduled- If y	you are on a specializ	ed drug-testing schedul	e, your CSW will give you	
If this Referral is not complete	e or legible, contact your CSV sture ID will not allow you to te	N immediately. You al	se must present a valid pio	cture ID each time you a testing, please contact	

EXHIBIT A-3

Condado de Los Angeles

Departamento de Servicios para Niños y Familia (DCFS)

FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS ATENCION ______: Por favor inscriba al cliente en el horario seminal.

ALCOHOL SOLAMENTE* (*Debe ser consistente con orden judici	DROGAS Y ALCO	HOL* 🗌 NUEVO	
1. INFORMACION DEL CLIENTE I ABSOLUTAMENTE OBLIGATORIA	Nota: La información requerida	en las secciones 1, 2, y 3	, es
Apellido del Cliente/Donador Nombre	Fecha de Nacimient	0	Clave del
Número del Caso de DCFS (7 dígitos) o Numero del Hotline Referral (19 digits)***	Componente de servicio del caso: (F favor circule uno)ER / FM / FR / PP/ VFM/ VFR/ Otro		Fecha de la Referencia
Nombre del Menor Mayor en el Caso	Nombre del Caso		
¿El cliente está tomando medicamentos? ¿EL CLIENTE ES DIABETICO(A)? (La D	iabetes puede alterar los resultados d		
2. INFORMACION DEL LUGAR			
Nombre del lugar de Colección	Horas de Operación		
Calle	Ciudad		Código Postal
3. INFORMACION ACERCA D	E EL/LA TRABAJADOR/A S	SOCIAL, Y EL/LA SUI	PERVISOR/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	i		
4. INSTRUCCIONES ESPECIA	LES PARA EL EXAMEN DE	DROGAS	
Fecha de Terminación (Nota: Este campo es La fecha de terminación no podrá exceder de se El tiempo del examen es DE:	s <u>obligatorio</u> para todas las referencias. eis meses a partir de la fecha de remisión. A:	Firma del supervisor (si	es aplicable):
ORDENADO POR LA CORTE: SI Por fa pruebas semanales deben ser ordenadas	avor asegúrese de que haya una orde	n judicial en el archivo. Toda	s las referencias de
INSTRUCCIONES AL TRABAJA	ADOR(A) SOCIAL:	and the second second	
Complete toda la información legiblemente. Es instruir al cliente que escoja la apropiada opción ***El número de la Corte no será aceptado.	n de menú cuando llame al número 800. Al escribir el número de la Corte, Ud. demo	prará el proceso de los resultados	Charles and the second
El número de referencia del Hotline se usa sola		DONIDIE	
INSTRUCCIONES AL CLIENTE Por favor llame al (866) 599-3313 diariamente Debe hacer el examen el mismo día que su Cla a menos que este previamente aprobado por su Social le dará instrucciones sobre cuándo ha	e (de domíngo a jueves) después de las 7: ave del Examen está programado. Un exan u Trabajador(a) Social. Si usted está en u	nen realizado en cualquier otro di	ía será considerado inválido
Si esta forma no está completa o legible, contac fotografía cada vez que se reporte para un exan favor comuniquese con su Trabajador/a Social o	nen. Sin identificación, Ud. no podrá hacer	al. Usted debe presentar una ide el examen. Si usted preguntas	ntíficación valida con acerca del examen, por

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

Collection Site #		S	ervice Pl	Planning Area 1		
1	Lancaster	93534	93535	93536	93532	
2	Palmdale		93550 93544		93552	93510
Collection Site #		S	ervice Pl	anning A	rea 2	-
3	Van Nuys	91331 91352	91402 91605		91605	91331
4	Santa Clarita				91351	91387
	West San Fe	ernando	Valley*	91303	91304	91324
5			1.16	91325	91335	91406
5				91306		91367
			-	91364		
Collection Site #		S	ervice Pl	anning A	rea 3	
6	Pasadena	90032	90041		91008	91202
0		91101	90065	91208		
7	El Monte	91732	91733	91745	91731	91734
4	LINONIC	51752	91700	01/40	51751	01704
2	Pomona	91765	91766	91767	91768	91711
8	2134.174.0989	91750	91773			
	Carlo de la	5.015	a service			1
9	Glendora		91724			91722
		91/23	91790	91791	91792	
Collection Site #		Service Planning Area 4				
10	Metro North	90057	90006	90033	90031	90026
Collection Site #		S	ervice Pl	anning A	rea 5	
	West Los Ar	naeles	90019	90066	90291	90230
11		.90.00	90405	90232	90402	
Collection Site #		S	ervice Pl	anning A	rea 6	-
12	Wateridge	900	1991 199 1 1993	16 9004		
		9000	a deter	8 9006	1	37
13	Hawthorne	9000		0 9000	2 900	57
14	Compton –C	arson	90222	90059	90262	90021
15	Vermont Co		90001	90003	90044	
Collection Site #	vointent oo	L. 2. 200.2	ervice Pl		and the state of t	
	Belvedere	90022	90201	90255	90640	90660
16		90022	90201	90255	90063	90270
10		90201	90255	00000	00000	UULIU
	Santa Fe Sp	1	90280	90670	90701	9063
17		5				
Collection Site #		S	ervice Pl	anning A	rea 8	
10	South Count	ty	90805	90813	90731	90744
18			90802	90810		
19	Avalon, Cata	alina Isla	nd	90704		
19	Torrance			90250	90501	

Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday

		Service Pla	anning Area	1	
93534 93532	93535 93551	93536 93552	93543 93510	93550 93591	93544
		Service Pl	anning Area 2	2	
91331	91402	91405	91303	91304	91324
91325	91342	91343	91605	91321	91351
91387	91335	91406	91306	91340	
		Service Pl	anning Area 3	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 Pl	anning Area	1	
90057	90006	90033	90031	90026	
		Service Pl	anning Area	5	
90019	90066	90291	90230	90405	90232
90402					
		Service Pl	anning Area	6	
90011	90016	90047	90002	90018	90037
90062	90222	90059	90262	90003	90001
90044	90008	90021		C REACTION OF	_
		Service Pl	anning Area	7	
90022	90201	90255	90640	90660	90280
90670	90023	90040	90058	90063	90270
		Service Pl	anning 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.

EXHIBIT A-6

Listing of Los Angeles County DCFS Regional Offices by SPA

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

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Updated: 12/30/2022

Collectio n Site #		Service Planning Area 1
1	(Circle Zip Code) Lancaster 93535 <mark>93534</mark> 93536 93532	Name: New Directions Address: 1331 W AVE J STE 206 Lancaster, CA 93534 Contact: Virginia Richie Phone#: 661-802-7167 Fax#: 661-802-4961 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ MON_TUE_WED_THU_FRI_
2	(Circle Zip Code) Palmdale 93543 <mark>93550</mark> 93551 93552 93510 93591 93544	Name: <u>Two Lifestyles</u> Address: <u>1224 E AVE. S # C, Palmdale, CA 93550</u> Contact: <u>Latovia</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>

Name: NCADD Santa Clarita Address: 24460 Lyons AVE, Santa Clarita, CA 91321 Contact: Bob Dorris Phone#: 661-253-9400 Fax#: 661-253-9403 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI MON_TUE_WED_THU_FRI MON_FRI 10AM7_PM
Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE #206, Van Nuys, CA 91405</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI_8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI</u>

	(Circle Zip Code) West San Fernando Valley* 91303	
	91304 91324	Name: California Diversion Program
	51524	Address: 21054 Sherman Way #205,
	91325	Canoga Park, CA 91303
	91335	Contact: Amanda Valdez
5	91406	Phone#: <u>818-716-0188</u> Fax#: 818-716-1560
	01200	Days of Operation:
	91306	MON_TUE_WED_THU_FRI
	91340	Hours of Operation: MON-FRI 8 AM - 7 PM
	91367	MON_TUE_WED_THU_FRI
	91364	
	91356	

Collectio n Site #	Si	ervice Planning Area 3
6	(Circle Zip Code) Pasadena 90032 91101 90042 90065 90041 91202 91008 91208 Additional zip code previously approved by DCFS: 91001	Name: Altadena Recovery Center Address: 3025 N. Lincoln Ave Altadena. CA 91001 Contact: Shirley Bennett Phone#: 626-765-6905 Fax#: 626-765-6617 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI MON_TUE_WED_THU_FRI
7	(Circle Zip Code) El Monte 91732 91733 91734 91745 <mark>91731</mark>	Name: Clinica Medica General Address: 11001 Main St, 3rd floor, STE 301, El Monte, CA 91731
8	(Circle Zip Code) Pomona 91766 91767 91765 <mark>91768</mark> 91711 91750 91773	Name: <u>NCADD Pomona</u> Address: <u>656 N Park AVE, Pomona, CA 91768</u> Contact: <u>Bethany Ineson</u> Phone#: <u>909-629-4084</u> Fax#: <u>909-626-4086</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_9:00_AM - 6_PM;</u> <u>MON_TUE_WED_THU_FRI_</u>
9	(Circle Zip Code) Glendora 91702 <mark>91724</mark> 91748 91722 91723 91790 91791 91792	Name: <u>NCADD Covina</u> Address: <u>4626 N. Grand Ave</u> <u>Covina. CA 91724</u> Contact: <u>Bethany Ineson</u> Phone#: <u>626-331-5316</u> Fax#: <u>626-332-2219</u>

Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-THUR_8:00_AM - 7_PM</u> <u>FRI_8:00_AM - 5:30_PM</u> <u>MON_TUE_WED_THU_FRI_</u>

Collectio n Site #		S	ervice Planning Area 4
10	(Circle Zip Code) Metro North 90057 90006 90031 90026	90033	Name: Keeping Konnected Address: 2140 W. Olympic Blvd. STE 350, Los Angeles, CA 90006 Contact: Chanice Ward Phone#: 213-908-7346 Fax#: 213-908-7348 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 8_ AM - 7_PM MON_TUE_WED_THU_FRI_ Name: NESS Counseling Center, Inc. Address: 8512 Whitworth Dr., Los Angeles, CA 90035 Contact: Kelly Reynolds Phone#: 310-360-8512 Fax#: 310-360-8512 Fax#: 310-360-8510 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ MON_TUE_WED_THU_FRI_

Collectio n Site #	Se	ervice Planning Area 5
11	00066 00405	Name: Driver Safety School/Family Harmony Address: <u>3961 Sepulveda BLVD, STE 207</u> Culver City, CA 90230 Contact: Joanne/Sophia Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI <u>8</u> AM - <u>7</u> PM MON_TUE_WED_THU_FRI_

Collectio n Site #	Service Planning Area 6	
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12	(Circle Zip Code) Wateridge North 90016 90011 90057 90047 Hours previously approved by DCFS	Name: <u>Clinica Medica – Los Angeles</u> Address: <u>2208 W. 7th St.,</u> <u>Los Angeles,90057</u> Contact: <u>Dr. Hargrove Brown</u> Phone#: <u>213-384-3434</u> Fax#: Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 6_PM</u> <u>MON_TUE_WED_THU_FRI</u>
13	(Circle Zip Code) Hawthorne <u>90002</u> 90018 90062 <u>90037</u> 90008	Name: <u>Shields Place of Family</u> Address: <u>9307 S Central AVE, Los Angeles, CA 90002</u> Contact: <u>Janet/Theresa</u> Phone#: <u>323-564-6982</u> Fax#: <u>323-564-5970</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8</u> <u>AM - 7</u> <u>PM</u> <u>MON_TUE_WED_THU_FRI</u> Name: <u>Canon Human Services</u> Address: <u>5320 South Broadway, Los Angeles CA 90037</u> Contact: <u>Watasha Huff</u> Phone#: <u>323-325-7510</u> Fax#: Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8:30_AM - 7PM</u> <u>MON_TUE_WED_THU_FRI</u>
14	(Circle Zip Code) Compton - Carson 90222 90059 90262 90021	Name: <u>WLCAC Family Source Center</u> Address: <u>1212 E 108th ST, Los Angeles, CA 90059</u> Contact: <u>Sheila</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: <u>MONTUEWEDTHUFRI_</u> Hours of Operation: <u>MON-FRI_8</u> <u>AM – 5:30</u> PM <u>MONTUEWEDTHUFRI_</u>
15	Vermont Corridor 90003 90044 90001	Name: Rebuild California Alliance Address: 7656 S Avalon BLVD, Los Angeles, CA 90003 Contact: Rider Paysinger Phone#: 323-352-6199 Fax#: 323-252-6199 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_10_AM7_PM MON_TUE_WED_THU_FRI_

Collectio n Site #	Service Planning Area /	
16	(Circle Zip Code) Belvedere 90022 90201 <mark>90255</mark> 90640 90660 90023 90040 90058 90063 90270	Name: <u>Mela Counseling Services</u> Address: <u>5723 Whittier Blvd., Los Angeles, CA 90022</u> Contact: <u>Laura Vargas</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 5_PM(covid hrs.)</u> <u>MON_TUE_WED_THU_FRI_</u>
17	(Circle Zip Code) Santa Fe Springs 90280 <mark>90670</mark> 90701 90631	Name: LACADA Address: 11015 Bloomfield AVE Santa Fe Springs, CA 90670 Contact: Rachel Carrillo Phone#: 562-906-2676 Fax#: 562-906-2681 Days of Operation: MONTUEWEDTHU_FRI Hours of Operation: MON-THU_9_AM -6_PM (covid hrs.) MON TUE MON TUE

Collectio n Site #	Service Planning Area 8		
18	(Circle Zip Code) South County 90805 90813 90731 90744 90802	Name: Tarzana Treatment Center Address: 5190 Atlantic Ave., Long Beach, CA 90805 Contact: Gabriel Ramirez Phone#: 562-428-4111 Fax#:	
19	Avalon, Catalina Island <mark>90704</mark>	Name: Catalina Island Medical Center Address: 100 Falls Canyon RD, Avalon, CA 90704 Contact: Lyra Garrido Phone#: 310-510-0700 Fax#: 310-510-2938 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON-FRI MON_TUE WED_THU_FRI MON_TUE WED_THU_FRI	
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: 90301; 90504	Name <u>West Health Medical Group</u> Address: <u>1035 S Prairie AVE #1, Inglewood, CA 90301</u> Contact: <u>James</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation:	

MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI <u>8</u> AM - <u>7</u> PM MON_TUE_WED_THU_FRI_
NameFastest LabsAddress:18156 Crenshaw Blvd., Torrance, CA 90504Contact:Bill CoffeyPhone#:424-433-5553Fax#:424-433-5574Days of Operation:Days of Operation:MONTUEWEDTHUFRIHours of Operation:MON-FRI 9_AM5_PMMONTUE_WED_THU_FRI

Saturday or Sunday Sites:

Collectio n Site #	Service Planning Area 1	
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: Two Lifestyles Address: 1224 East AVE, # C, Palmdale, CA 93550 Contact: Bobby Hampton Phone#: 661-402-3076 Fax#: 661-402-3075 Days of Operation: SAT Hours of Operation: 9 AM - 1 PM SAT Name: New Directions Address: 1331 W AVE J STE 206 Lancaster, CA 93534 Contact: Virginia Richie Phone#: 661-802-7167 Fax#: 661-802-4961 Days of Operation: 9 AM - 1 PM SAT Hours of Operation: 9 AM - 1 PM

Collectio n Site #	Service Planning Area 2	
2	91342 or 91402 or <mark>91405</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: Driver Safety School/Family Harmony Address: 6740 Kester AVE, # 206, Van Nuys, CA 91405 Contact: Joanne/ Niellie Phone#: 818-787-7878 Fax#: 818-787-4076 Days of Operation: SAT Hours of Operation: 9 SAT 9

Collectio n 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 (Circle One Zip Code)	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9 AM -1_PM</u> <u>SAT</u>

Collectio Service Planning Area 4		ervice Planning Area 4
4	<mark>90057</mark> or 90006 or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: Clinica Medica- Los Angeles Address: 2208 W. 7 th St. Los Angeles. 90057 Contact: Dr. Hargrove Brown Phone#: 213-384-3434 Fax#:

Collectio n Site #	Service Planning Area 5	
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>3961 Sepulveda BLVD. # 207</u> Culver City, CA 90230 Contact: <u>Joanne/Sophia</u> Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: SAT Hours of Operation: <u>9 AM - 1 PM SAT</u>

Collection Site #	Service Planning Area 6	
6	90016 or 90047 or <mark>90002</mark> or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code)	Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Fax#: Days of Operation: SAT Hours of Operation: 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 Circle One Zip Code)	Name: Mela Counseling Services Address: 5723 Whittier BLVD, Los Angeles, CA 90022 Contact: Kathy Salazar Phone#: 323-721-6855 Fax#: 323-721-8631 Days of Operation: SAT Hours of Operation: 9 SAT SAT

Collectio n Site #	Service Planning Area 8			
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: West Health Medical Group Address: 1035 S Prairie #1, Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: SAT Hours of Operation: 9 AM - 1 PM SAT		

EXHIBIT A-8

SAMPLE OF VENDOR INVOICE

			Addres	e of Lab ss of Lab ne Number				
DCFS Finar 00000	ce Division						1	Account#
ATTN: Con Date: MM/E	tract Accountin	g					In	voice
510 S Verm 000000-00 Los Angeles							In	voice #
		965053 =		<u>e Descriptio</u> = Alcohol + ALC/MDN)		
Last Name	First Name	Date of Birth	Case Number	Sample Tracking	Type and Reason for Test	Collection Date	Panel Code	Charge

Exhibit B-2

EXHIBIT B-2 PRICING SCHEDULE

-	CONTRACT: URINE SAI	MPLE COLLECT		G AND ALCOH		G SERVICES
-			T NUMBER 082 TOR: PHAMAT			
	E WARRANT COM					
#	CONTRACT INFORMATION	TABLE I (URINE TESTING FOR ALCOHOL X700)	TABLE II URINE TEST FOR BOTH ALCOHOL AND DRUGS* (X124,200)	TABLE III D/L ISOMER TESTS (X3,240)	TABLE IV SPECIAL TESTING (X 200)	OVERALL TOTAL COST
1	<u>Vendor:</u> Phamatech, Inc. <u>Contact:</u> Dana Conde Contract Manager 1-858-643-5555 <u>dconde@phamatech.com</u>	\$28.00	\$36.55	\$14.00	\$190	\$4,642,470
* 2	"National and Othe Five Pane • O • An • Co • Ca • Ph Other Dru • Hu • O • Hu • M • Zo • Ba	I Institute on Dru r Drugs" as follo el Drug Test: piate Panel: Mon mphetamines: A ocaine Metaboli annabinoids (Ma nencyclidine (PC ugs: ydromorphone xycodone eroin ethadone olpidem; and	rphine, Codeine & mphetamine, Me tes; arijuana); and P) Alprazolam, Clona	ive Panel Drug T Hydrocodone (thamphetamine	Test (Five Par Vicodin): & & MDMA (E	Ecstasy);

Exhibit B-2

****TABLE IV - PRICING SCHEDULE FOR SPECIAL TESTING**

No.	ТҮРЕ	URINE IN COUNTY	URINE OUT OF COUNTY	BLOOD IN COUNTY	BLOOD OUT OF COUNTY	HAIR IN COUNTY	HAIR OUT OF COUNTY
1.	Standard Panel	\$33.55		\$220.00		\$85.00	
2.	Standard Panel		\$103.00		\$290.00		\$155.00
3.	Toluene Testing	\$201.00					
4.	Toluene Testing		\$271.00				
5.	Psilocybin	\$490.00					
6.	Psilocybin		\$560.00				
7.	ETG	\$32.00	-				
8.	ETG		\$102.00				
9.	Ketamine	\$220.00					
10.	Ketamine		\$290.00		A		
11.	BUP	\$15.00					
12.	BUP		\$85.00	1	S		
13.	Topamax	\$251.00					
14.	Topamax		\$321.00				
15.	Spice	\$35.00					
16.	Spice		\$105.00				
17.	Nitrous Oxide			\$556.00			
18.	Nitrous Oxide	1			\$626.00		

Estimated Average Cost of Special Testing - \$190.00

Estimated volume of annual Special Testing - 200

EXHIBIT C-2 LINE ITEM BUDGET

1. DIRECT COSTS

A. Payroll Costs:

Position Title / Description	# of Positions	% of Time	Annual Cost
Project Director	1	50%	\$78,000
Administrative Assistant	3	25%	\$52,000
Contract and Account Managers	2	50%	\$55,000
Customer Support	8	50%	\$175,000
Laboratory Technicians	5	100%	\$379,800
Couriers	6	50%	\$130,000
Total Payroll Costs			\$869,800

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance	25		\$45,000
Dental Insurance	25		\$10,000
Total Employees Benefit Costs:			\$55,000

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

Description	Number of Employees	Monthly Cost	Annual Cost
Federal and State Taxes	25		\$45,000
FICA	25		\$13,000
State Disability	25		\$22,000
Total Payroll Taxes			\$80,000

	TOTAL PAYROLL COSTS (A+B+C)	\$1,004,800
_		

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability / Auto Professional Insurance		\$15,000
Worker's Compensation Insurance		\$15,000
Vehicle and Equipment (material Handling, Office) Leases		\$250,000
Telephone and Utilities		\$40,000
Office, Space, Facilities Leases/rents/Mortgage		\$115,000
Services (Non-subcontractor) and Supplies (Office/Operation)		\$3,400
Specimen Collections		\$2,727,000

Cost of Specimen Collections – 1 male 1 female plus supplies for 23 sites	
Total Insurance, Equipment and Operation Expenses	\$3,165,400

TOTAL DIRECT COSTS	\$4,170,200

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting / Bookkeeping		\$14,000
Banking / Payroll Services		\$8,000
Overhead		\$70,000
Total Indirect Services		\$92,000

TOTAL INDIRECT COSTS	\$92,000

TOTAL DIRECT AND INDIRECT COSTS	\$4,262,200

PROFIT RATE (%)	8.19%	PERCENTAGE TOTAL PROFIT AMOUNT	\$380,270

TOTAL ANNUAL COSTS FOR 12 MONTHS	\$4,642,470

TOTAL MONTHLY COSTS	\$386,872.50

BUDGET NARRATIVE

Phamatech, Inc. will provide all the services required in the Invitation for Bids (IFB) for Urine Sample Collection for Drug and Alcohol Testing Services (CMS 17-0049-1) and Contract Number 082021.

The proposed new budget includes:

A. Personnel - Technology and Training Cost:		Annual Cost
Maintain Programming for Phone Notification System		\$5,000
Used to notify Clients of days they need to test		
Maintain Programming for Electronic Referral System		\$5,000
Used to notify collection sites of clients testing each day		
Maintain Programming for Electronic Results Reporting System		\$5,000
Used to send testing results to LA DCFS		
Maintain Programming for Collection Site and Laboratory		\$10,000
Integration System		1.25
Used for NO SHOW reports, Turn Away reports, Clients testing		
and ID photo, continual software changes/improvements		
requested by LA DCFS to be implemented by PHAMATECH IT		
SUPPORT		
Maintenance of Equipment and Software at Collection Sites		\$5,000
Provision of Printers to 3 collection sites, laptops to 2 collection		
sites for software use and software provided to all sites - Total		
of 23 sites – see pages 7-8 for Collection site listing		
Continuous Training Collectors at Collection Sites		\$5,000
Protocol Training via onsite monthly visits by Phamatech staff,		
collection site staff turnover is frequent and requires constant		
training - see pages 7-8 for Collection site listing		
Continuous Operation Monitoring/Maintenance		\$5,000
Daily Collection site staff monitoring, supply check and problem		a second s
solving daily via phone calls from Phamatech staff - see		
pages 7-8 for Collection site listing		
		Č40.000
B. Personnel:	% of time	\$40,000 Annual Cost
	Part time	\$95,000
Project Director	Part time	\$95,000
Oversees all aspects of program	Part time	\$60,000
Administrative Personnel	Part time	\$60,000
Invoicing, General Accounting Banking	Full Time	\$65,000
Contract / Account Managers	run nine	505,000
Day to Day Operations of program	Dout Times	\$21E 000
Customer Support Personnel	Part Time	\$215,000
Answering calls from LA DCFS, Clients and collection sites,		
provide result reporting		

Laboratory Technicians	Part Time	\$399,800
Specimen Processing & Testing		
Couriers Daily Pick-up and delivery of specimens to Lab (excluding Sunday) 23 sites	Full Time	\$130,000
Subtotal Personnel Cost		\$964,800
Total Payroll Cost (A+B)		\$1,004,800
C. Shipping / Transportation		Annual Cost
Shipping cost Shipping of collection supplies to 23 collection sites		\$17,200
Auto Rental, Insurance, Gas and Mileage Phamatech staff makes monthly visits to each collection sites (car rental), daily courier service reimbursement for mileage (personnel vehicle).	×	\$60,000
Subtotal Shipping / Transportation Cost		\$77,200
D. Equipment / Insurance / Operation Expenses		Annual Cost
Laboratories Testing Equipment and Supplies Maintenance of all lab equipment and supplies needed for processing and testing samples	_	\$321,200
Phones + Internet + Utilities Hot and Warm Line for LA DCFS only, Internet used for constant communication with LA DCFS and utilities for customer service		\$40,000
Specimen Collections Approx. 69 collectors for 23 sites -1 male & 1 female collector at all times - averages approx. 9,300 collections a month (average annual collections 111,600)— Supplies: associated costs include an equal number of specimen collection fees, Chain of Custody forms, specimen packaging materials for specimen pick up from collection sites - see pages 7-8 for Collection site listing		\$2,727,000
Subtotal Shipping Cost		\$3,088,200
Total Shipping/Equipment/Insurance/Operation Costs (C+D)		\$3,165,400
TOTAL DIRECT COSTS (A+B+C+D)		\$4,170,200.00
E. Indirect Cost		Annual Cost
Administrative Constant follow up by Account Manager and customer service with collection sites, invoicing,		\$22,000

Overhead IT upgrades, additional staff for customer service and coverage at collection sites	\$70,000
Subtotal Indirect Cost	\$92,000
F. Profit	
Subtotal Profit	\$380,270
TOTAL ANNUAL COST (A+B+C+D+E+F)	\$4,642,470

Exhibit O Page 1 of 11

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 O.

- 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.
- 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.
- 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 Contactor 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

- a. 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".
- b. 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 <u>Board of Supervisors Policy 6.104 Information Classification Policy</u> 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.
- 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;

- 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;
- 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 <u>CISO-CPO Notify@lacounty.gov</u>

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

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

Departmental Information Security Officer:

Department of Children and Family Services Information Security Officer: Allan Ohanian, M.S CyberSec., MBA Information Security Officer 510 S Vermont Ave Los Angeles, CA 90202 Office: (562) 345-6606 Cell: (323) 627-9855 Email address: <u>AOhanian@dcfs.lacounty.gov</u> <u>DCFSSecurity@dcfs.lacounty.gov</u>

- 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
 - 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 5.16.4.3 on the Contract for Cyber Liability Insurance Requirements.

18. 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.

Exhibit P

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name: Phamatech D	re	
Company Address: 15175 Inn	ovation Drive	
City: San Diego	State: CA	Zip Code: 9228
Telephone Number: 858 926 7249	Email address: dcond	le @ phematech con
Solicitation/Contract for LA DCFS - Drug	& Alcohol Testingervice	es

CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that contractor and staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Dana M. Conde	Contract Manager
Signature:	Date:
De	12/23/2022



CALIFORNIA ACKNOWLEDGMENT

Date

CIVIL CODE § 1189

A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulnes	rifies only the identity of the individual who signed the document s, accuracy, or validity of that document.
State of California	
County of San Dieso	
On Decenter 27th, Lozz before me,	Jode e Celleshen

personally appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Here Insert Name and Title of the Officer

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above	Signature <u>after Callagy</u> Signature of Notary Public
Completing this informat	ion can deter alteration of the document or
fraudulent reattachmen	t of this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	uce with Fir Chance Employment
Document Date: 12/23/2022	Number of Pages: 1
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: M. Conde	Signer's Name:
Corporate Officer - Title(s): Contract	Mgr D Corporate Officer – Title(s):
🛛 Partner – 🛛 Limited 🗆 General	Partner – Limited General
Individual Attorney in Fac	t 🛛 Individual 🔅 Attorney in Fact
□ Trustee □ Guardian or Con	
Other:	🗆 Other:
Signer is Representing: Phametech	C. Dr.c. Signer is Representing:

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©2019 National Notary Association



AMENDMENT NUMBER FOUR

то

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

CONTRACT NUMBER 082021

WITH

PHAMATECH, INC.

_____ 2023

CFDA #93.645

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER FOUR TO URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as County and <u>PHAMATECH Inc.</u>, hereinafter referred to as "Contractor". <u>PHAMATECH Inc.</u> is located at <u>15175 Innovation Drive San Diego, CA 92128</u>.

WHEREAS, the Urine Sample Collection for Drug and Alcohol Testing Services Contract Number 082021 was made and enterted into on August 3, 2021 by and between the County and Phamatech Inc.; and

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 8.0, CHANGES AND AMENDMENTS, subsection 8.1 of Contract Number 082021; and

NOW, THEREFORE, effective July 1, 2023, County and Contractor agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:

- 1. Section 5.0 Contract Sum, Subsection 5.1 is deleted in its entirely and replaced as follows:
 - 5.1 The Maximum Contract Sum for this contract is \$17,579,897.
- 2. Section 5.0 Contract Sum, Subsection 5.1.4 is added to the contract to read as follows:
 - 5.1.4 The Maximum Annual Contract Amount, effective July 1, 2023 through June 30, 2024 is \$4,642,470, and the Maximum Annual Contract Amount effective July 1, 2024 through June 30, 2025 is \$4,642,470.
- 3. Section 8.0 Standard Terms and Conditions, Subsection 8.25 Insurance Coverage, Sub-Subsection 8.25.3 Unique Insurance Coverage is updated to remove Miscellaneous Coverage and reads as follows:
 - 8.25.3 Workers Compensation and Employers' Liability insurance or qualified selfinsurance 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.
Unique Insurance Coverage

• Sexual Misconduct Liability

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

• Professional Liability/Errors and Omissions

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

• Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 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.

Miscellaneous Coverage

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

- 4. Exhibit A1, Statement of Work Section 6.6.16 is added as follows:
 - 6.6.16 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.
- 5. Exhibit B-2, Pricing Schedule is deleted in its entirety and replaced with Exhibit B-3, Pricing Schedule as attached to this Amendment.
- 6. Exhibit C-2, Line Item Budget and Budget Narrative is deleted in its entirety and replaced with Exhibit C-3, Line Item Budget and Budget Narrative as attached to this Amendment.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AMENDMENT NUMBER FOUR TO URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021

IN WITNESS WHEREOF, the Board of Supervisors of COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and CONTRACTOR has caused this Amendment 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 CONTRACTOR warrant under penalty of perjury that they are authorized to bind CONTRACTOR in this Amendment. This Amendment 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 Phamatech, Inc Digitally signed by Brandon T. Nichols Digitally signed by Dana Brandon T. Dana M M Conde 06/16/2023 05-24-2023 Date: 2023.06.16 Date: 2023 05.24 Bv: Nichols By: Conde Date: Date: 10:23 25 -07'00' 17 53:46 -07'00' Dana M Conde Name: BRANDON T. NICHOLS. DIRECTOR Department of Children and Contract Manager Title: Family Services Digitally signed by Tuar Tuan H H Pham Date: 2023 05 24 05-24-223 Bv: Pham Date: 17:59:11 -07'00' Tuan H Pham Name: Title: President/CEO Tax Identification Number

APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel

David Beaudet Digitally signed by David Beaudet Date: 2023.05.18 17:12:53 -07'00' Bv:

Date:

David Beaudet, Senior Deputy County Counsel

CONTRACTOR

EXHIBIT B-3: PRICING SCHEDULE

	DEPARTMENT OF CHILDREN AND FAMILY SERVICES						
	CONTRACT: URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL						
	TESTING SERVICES CONTRACT NUMBER 082021 CONTRACTOR: PHAMATECH INC.						
#		TABLE I (URINE TESTING FOR ALCOHOL X700)	TABLE II URINE TEST FOR BOTH ALCOHOL AND DRUGS* (X124,200)	TABLE III D/L ISOMER TESTS (X3,240)	TABLE IV SPECIAL TESTING (X 200)	OVERALL TOTAL COST	
1	<u>Vendor:</u> Phamatech, Inc.	\$28.00	\$36.55	\$14.00	\$190	\$4,642,470	
* 2	Contact: Dana Conde Contract Manager 1-858-643-5555 dconde@phamatech .com Statement of Work, Section 3.0 Definitions, Sub-Section 3.22 states:				ive Panel):		
	 Other Drugs: Hydromorphone Oxycodone Heroin Methadone Zolpidem; and Benzodiazepine (Alprazolam, Clonazepam, Lorazepam, Diazepam, lazepam, Oxazepam, and Temazepam) Fentanyl 						

Exhibit B-3

**TABLE IV - PRICING SCHEDULE FOR SPECIAL TESTING

	IESTING						
No.	TYPE	URINE IN COUNTY	URINE OUT OF COUNTY	BLOOD IN COUNTY	BLOOD OUT OF COUNTY	HAIR IN COUNTY	HAIR OUT OF COUNTY
1.	Standard Panel	\$36.55		\$220.00		\$85.00	
2.	Standard Panel		\$103.00		\$290.00		\$155.00
3.	Toluene Testing	\$201.00					
4.	Toluene Testing		\$271.00				
5.	Psilocybin	\$490.00					
6.	Psilocybin		\$560.00				
7.	ETG	\$32.00					
8.	ETG		\$102.00				
9.	Ketamine	\$220.00					
10.	Ketamine		\$290.00				
11.	BUP	\$15.00					
12.	BUP		\$85.00				
13.	Topamax	\$251.00					
14.	Topamax		\$321.00				
15.	Spice	\$35.00					
16.	Spice		\$105.00				
17.	Nitrous Oxide			\$556.00			
18.	Nitrous Oxide				\$626.00		
	All Pricing Inclu	ides Minor	Testing				

Estimated Average Cost of Special Testing - \$190.00

Estimated volume of annual Special Testing - 200

EXHIBIT C-3: LINE ITEM BUDGET

1. DIRECT COSTS

A. Payroll Costs:

Position Title / Description	# of Positions	% of Time	Annual Cost
Project Director	1	50%	\$78,000
Administrative Assistant	3	25%	\$52,000
Contract and Account Managers	2	50%	\$55,000
Customer Support	8	50%	\$175,000
Laboratory Technicians	5	100%	\$379,800
Couriers	6	50%	\$130,000
Total Payroll Costs		1	\$869,800

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance	25		\$45,000
Dental Insurance	25		\$10,000
Total Employees Benefit Costs:			\$55,000

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

Description	Number of Employees	Monthly Cost	Annual Cost
Federal and State Taxes	25		\$45,000
FICA	25		\$13,000
State Disability	25		\$22,000
Total Payroll Taxes			\$80,000

TOTAL PAYROLL COSTS		\$1,004,800
(A+B+C)	· · · · · · · · · · · · · · · · · · ·	

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability / Auto Professional Insurance		\$15,000
Worker's Compensation Insurance		\$15,000
Vehicle and Equipment (material Handling, Office) Leases		\$250,000
Telephone and Utilities		\$40,000
Office, Space, Facilities Leases/rents/Mortgage	· · · · · · · · · · · · · · · · · · ·	\$115,000
Services (Non-subcontractor) and Supplies (Office/Operation)		\$3,400
Specimen Collections Cost of Specimen Collections – 1 male 1 female plus supplies for 23 sites		\$2,727,000

Total Insurance, Equipment and Operation	\$3,165,400
Expenses	

TOTAL DIRECT COSTS	\$4,170,200

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting / Bookkeeping		\$14,000
Banking / Payroll Services		\$8,000
Overhead		\$70,000
Total Indirect Services		\$92,000

TOTAL INDIRECT COSTS	\$92,000

TOTAL DIRECT AND INDIRECT COSTS	\$4,262,200

PROFIT RATE	8.19%	PERCENTAGE TOTAL PROFIT	\$380,270
(0/)		AMOUNT	
(%)			

TOTAL ANNUAL COSTS FOR <u>12 MONTHS</u>	\$4,642,470

TOTAL MONTHLY COSTS	\$386,872.50

BUDGET NARRATIVE

Phamatech, Inc. will provide all the services required in the IFB Urine Sample Collection for Drug and Alcohol Testing Services (CMS 17-0049-1) and Contract Number 082021.

The proposed new budget includes:

A. Personnel - Technology and Training Cost:		Annual Cost
Maintain Programming for Phone Notification System		\$5,000
Used to notify Clients of days they need to test		
Maintain Programming for Electronic Referral System		\$5,000
Used to notify collection sites of clients testing each day		
Maintain Programming for Electronic Results Reporting	1	\$5,000
System		
Used to send testing results to LA DCFS		
Maintain Programming for Collection Site and Laboratory		\$10,000
Integration System		
Used for NO SHOW reports, Turn Away reports, Clients		
testing and ID photo, continual software		
changes/improvements requested by LA DCFS to be		
implemented by PHAMATECH IT SUPPORT		
Maintenance of Equipment and Software at Collection Sites		\$5,000
Provision of Printers to 3 collection sites, laptops to 2		
collection sites for software use and software provided to all		
sites – Total of 23 sites – see pages 7-8 for Collection site		
listing		100 million
Continuous Training Collectors at Collection Sites		\$5,000
Protocol Training via onsite monthly visits by Phamatech		
staff, collection site staff turnover is frequent and requires		1.0
constant training - see pages 7-8 for Collection site listing		
Continuous Operation Monitoring/Maintenance		\$5,000
Daily Collection site staff monitoring, supply check and		
problem solving daily via phone calls from Phamatech staff		
- see		
pages 7-8 for Collection site listing		
Subtotal Technology Cost		\$40,000
B. Personnel:	% of time	Annual Cost
Project Director	Part time	\$95,000
Oversees all aspects of program		10.100.00
Administrative Personnel	Part time	\$60,000
Invoicing, General Accounting Banking		
Contract / Account Managers	Full Time	\$65,000
Day to Day Operations of program		
Customer Support Personnel	Part Time	\$215,000
Answering calls from LA DCFS, Clients and collection sites,		
provide result reporting		
Laboratory Technicians	Part Time	\$399,800

Specimen Processing & Testing Couriers	Full Time	\$130,000
Daily Pick-up and delivery of specimens to Lab (excluding Sunday) 23 sites		
Subtotal Personnel Cost		\$964,800
Total Payroll Cost (A+B)		\$1,004,800
C. Shipping / Transportation	-	Annual Cost
Shipping cost Shipping of collection supplies to 23 collection sites		\$17,200
Auto Rental, Insurance, Gas and Mileage		\$60,000
Phamatech staff makes monthly visits to each collection		10000
sites (car rental), daily courier service reimbursement for		
mileage (personnel vehicle).		
Subtotal Shipping / Transportation Cost		\$77,200
D. Equipment / Insurance / Operation Expenses		Annual Cost
Laboratories Testing Equipment and Supplies		\$321,200
Maintenance of all lab equipment and supplies needed for		
processing and testing samples		¢ 10.000
Phones + Internet + Utilities		\$40,000
Hot and Warm Line for LA DCFS only, Internet used for		
constant communication with LA DCFS and utilities for		
customer service		
Specimen Collections		\$2,727,000
Approx. 69 collectors for 23 sites -1 male & 1 female		18
collector at all times - averages approx. 9,300 collections a		
month (average annual collections 111,600)- Supplies:		
associated costs include an equal number of specimen		
collection fees, Chain of Custody forms, specimen		
packaging materials for specimen pick up from collection		
sites - see pages 7-8 for Collection site listing		
Subtotal Shipping Cost		\$3,088,200
Total Shipping/Equipment/Insurance/Operation Costs		\$3,165,400
(C+D)		
TOTAL DIRECT COSTS (A+B+C+D)		\$4,170,200.00
E. Indirect Cost		Annual Cost
Administrative		\$22,000
Constant follow up by Account Manager and customer		ALCONOM .
service with collection sites, invoicing,		· · · · · · · · · · · · · · · · · · ·
Overhead		\$70,000
IT upgrades, additional staff for customer service and		
coverage at collection sites		

\$92,000	Subtotal Indirect Cost
	F. Profit
\$380,270	Subtotal Profit
\$4,642,470	TOTAL ANNUAL COST (A+B+C+D+E+F)



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

GINGER PRYOR Acting Director

DAWNA YOKOYAMA Interim Chief Deputy Director

March 21, 2022

To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com

From: Jennifer Hottenroth, Division Chief Health Management Services Division Jennifer Hottenroth Digitally signed by Jennifer Hottenroth Date: 2022.03.23 07:10:28 -07'00'

CHANGE NOTICE NUMBER

1

Board of Supervisors

HILDA L. SOLIS

Second District

SHEILA KUEHL Third District JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

First District HOLLY J. MITCHELL

LIST OF COLLECTION SITES AND SAMPLE INVOICE

The purpose of this Change Notice Number One is to replace Exhibit A-7, List of Contractor Collection Sites with Exhibit A-7a and Exhibit A-8, Sample Invoice, with Exhibit A-8a as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services contract, Part II Standard Terms and Conditions, Section 7.0, Changes and Amendments, a Change Notice is prepared by County and executed by Contractor and County Program Manager.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Jina Song at songi@dcfs.lacounty.gov.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

Dana M Conde

03-24-2022

Contractor's Authorized Signer (Print Name and Sign)

Date

c: Contracts Administration Division Health Management Services Division

"To Enrich Lives Through Effective and Caring Service"

Updated: 3/14/2022

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Collection Site #	Service Planning Area 1		
1	(Circle Zip Code) Lancaster 93535 <mark>93534</mark> 93536 93532	Name: New Directions Address: <u>1331 W AVE J STGE 206 Lancaster, CA 93534</u> Contact: <u>Virginia Richie</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 7PM</u> <u>MON_TUE_WED_THU_FRI_</u>	
2	(Circle Zip Code) Palmdale 93543 <mark>93550</mark> 93551 93552 93510 93591 93544	Name: <u>Two Lifestyles</u> Address: <u>1224 E VE S STE C, Palmdale, CA 93550</u> Contact: <u>Latoyia</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> MON_TUE_WED_THU_FRI_	

Collection Site #	S	ervice Planning Area 2
3	(Circle Zip Code) Santa Clarita 91342 91343 <mark>91321</mark> 91351 91387	Name: NCADD Santa Clarita Address: 24460 Lyons AVE, Santa Clarita, CA 91321 Contact: <u>Bob Dorris</u> Phone#: <u>661-253-9400</u> Fax#: <u>661-253-9403</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 10AM7_PM MON_TUE_WED_THU_FRI_
4	(Circle Zip Code) Van Nuys 91331 91402 <mark>91405</mark> 91605.	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE, Van Nuys, CA 91405</u> Contact: <u>Joanne/Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI</u>
5	(Circle Zip Code) West San Fernando Valley <mark>91303</mark> 91304 91324 91325 91335 91406 91306 91340	Name: <u>California Diversion Program</u> Address: <u>21054 Sherman Way #205,</u> <u>Canoga Park, CA 91303</u> Contact: <u>Amanda Valdez</u> Phone#: <u>818-716-0188</u> Fax#: <u>818-716-1560</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u>

Hours of Operation: MON-FRI 8 AM - 7 PM
MON_TUE_WED_THU_FRI

Collection Site #	Se	ervice Planning Area 3
6	(Circle Zip Code) Pasadena 90032 91101 90042 90065 90041 91202 91008 91208 Additional zip code previously approved by DCFS: 91001	Name: <u>Altadena Recovery Center</u> Address: <u>3025 N. Lincoln Ave.,</u> <u>Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI</u>
7	(Circle Zip Code) El Monte 91732 91733 91734 91745 <mark>91731</mark>	Name: Clinica Medica General Address: 11001 Main St, 3rd floor, Ste 301, El Monte, CA 91731
8	(Circle Zip Code) Pomona 91766 91767 91765 <mark>91768</mark> 91711 91750 91773	Name: NCADD Pomona Address: 656 N Park AVE, Pomona, CA 91768 Contact: Bethany Ines Phone#: 909-629-4084 Fax#: 909-626-4086 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-THUR <u>8:00</u> AM - <u>7</u> PM; FRI_8:30 AM - <u>5:30</u> PM MON_TUE_WED_THU_FRI
9	(Circle Zip Code) Glendora 91702 <mark>91724</mark> 91748 <mark>91744</mark> 91722 91723 91790 91791 91792	Name: NCADD Covina Address: 4626 N. Grand Ave., Covina, CA 91724 Contact: Contact: Bethany Ineson Phone#: 626-331-5316 Fax#: 626-332-2219 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-THUR_8:30_AM - 7_PM FRI_8:30_AM - 5:30_PM MON_TUE_WED_THU_FRI Name: Motivational Systems Family Learning Center Address: 15915 Main St, Suite C, La Puente, CA 91744 Contact: Doug Calderon Phone#: 626-422-0222 Fax#:

Collection Site #		Se	ervice Planning Area 4
10	(Circle Zip Code) Metro North 90057 <mark>90006</mark> 90031 90026	90033	Name: Keeping Konnected Address: 2140 W. Olympic Blvd. #350, Los Angeles, CA 90006 Contact: Chanice Ward Phone#: 213-908-7346 Fax#: 213-908-7348 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON_TUE_WED_THU_FRI Name: NESS Counseling Center, Inc. Address: 8512 Whitworth Dr., Los Angeles, CA 90035 Contact: Kelly Reynolds Phone#: 310-360-8512 Fax#: 310-360-8510 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_THRU 9:30AM – 4:30PM; FRI 9:30AM-2:30PM MON_TUE_WED_THU_FRI_

Collection Site #	n Service Planning Area 5		
11	(Circle Zip Code) West Los Angeles 90019 90291 <mark>90230</mark> 90232 90402	90405	Name: Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, STE 207 Culver City, CA 90230 Contact: Contact: Joanne/Sophia Phone#: 310-837-1818 Fax#: 310-837-4473 Days of Operation: MON

Collection Site #	Service Planning Area 6		
12	(Circle Zip Code) Wateridge North 90016 90011 90047 Hours previously approved by DCFS	Name: Clinica Medica – Los Angeles Address: 2208 W. 7 th St. Contact: Dr. Hargrove Brown Phone#: 213-384-3434 Fax#:	

13	(Circle Zip Code) Wateridge South 90002 90018 90062 90037 90008	Name: Shields Place of Family Address: 93074 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Fax#: 323-564-5970 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ MON_TUE_WED_THU_FRI_ Name: Turning Point Alcohol & Drug Education Address: 3756 Santa Rosalia Dr. #617, Los Angeles, CA 90008 Contact: Michelle Perkins Phone#: 323-296-1840 Fax#: 323-296-0151 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation:
14	(Circle Zip Code) Compton 90222 <mark>90059</mark> 90262 90021	Name: <u>WLCAC Family Source Center</u> Address: <u>1212 E 108th ST, Los Angeles, CA 90059</u> Contact: <u>Sheila</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 5:30</u> PM <u>MON_TUE_WED_THU_FRI_</u>
15	Vermont Corridor <mark>90003</mark> 90044 90001	Name: Rebuild California Alliance Address: 7656 S Avalon BLVD, Los Angeles, CA 90003 Contact: Rider Paysinger Phone#: 323-352-6199 Fax#: 323-252-6199 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_8_AM - 7_PM MON_TUE_WED_THU_FRI_

Collection Site #	S	ervice Planning Area 7
16	(Circle Zip Code) Belvedere 90022 90201 90255 90640 90660 90023 90040 90058 90063 90270	Name: Mela Counseling Services Address: 5723 Whittier Blvd., Los Angeles, CA 90022 Contact: Laura Vargas Phone#: 323-721-6855 Fax#: 323-721-8631 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_8_AM5_PM(covid hrs) MON_TUE_WED_THU_FRI_
17	(Circle Zip Code) Santa Fe Springs 90280 90670	Name: LACADA Address: <u>11015 Bloomfield AVE</u> Santa Fe Springs, CA 90670 Contact: <u>Rachel Carrillo</u>

Phone#: _562-906-2676
Fax#: <u>562-906-2681</u>
Days of Operation:
MON TUE WED THU FRI
Hours of Operation: MON-THU 9 AM -6 PM (covid hrs)
MON TUE WED THU FRI 9-5 PM (covid hrs)

Collection Site #	S	ervice Planning Area 8
18	(Circle Zip Code) South County 90805 90813 90731 90744	Name: Tarzana Treatment Center Address: 5190 Atlantic Ave., Long Beach, CA 90805 Contact: Gabriel Ramirez Phone#: 562-428-4111 Fax#: Days of Operation:
19	Avalon, Catalina Island <mark>90704</mark>	Name: Catalina Island Medical Center Address: 100 Falls Canyon RD, Avalon, CA 90704 Contact: Lyra Garrido Phone#: 310-510-0700 Fax#: 310-510-2938 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_8_AM - 5_PM MON_TUE_WED_THU_FRI
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: <mark>90301; 90504</mark>	Name_West Health Medical Group Address: 1035 S Prairie #1, Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_FRI & AM - 7 PM MON_TUE_WED_THU_FRI Name Fastest Labs Address: 18156 Crenshaw Blvd., Torrance, CA 90504 Contact: Bill Coffey Phone#: 424-433-5553 Fax#: 424-433-5574 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON_FRI 9_AM - 5_PM MON_TUE_WED_THU_FRI

Saturday or Sunday Sites:

Collection Site #	Service Planning Area 1	
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: <u>Two Lifestyles</u> Address: <u>1224 East AVE, STE C, Palmdale, CA 93550</u> Contact: <u>Bobby Hampton</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: SAT

	Hours of Operation: <u>9 AM - 1 PM</u> SAT
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Collection Site #	Service Planning Area 2	
2	91342 or 91402 or <mark>91405</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE, STE 206, Van Nuys, CA 91405</u> Contact: <u>Joanne/Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT</u>

Collection Site #	Service Planning Area 3	
3	90032 or 91101 or 90041 or 90042 or 90065 or 91732 or 91733 or 91745 or 91765 or 91766 or 91767 or 91768 or 91702 or 91724 or 91748 or 91744 or 91008 or 91208 or 91202 or 91731 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 (Circle One Zip Code)	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9 AM - 1 PM</u> <u>SAT</u>

Collection Site #	Service Planning Area 4	
4	90057 or <mark>90006</mark> or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: <u>Keeping Konnected</u> Address: <u>2140 W Olympic BLVD, STE 350</u> <u>Los Angeles, CA 90006</u> Contact: <u>Chanice Ward</u> Phone#: <u>213-908-7346</u> Fax#: <u>213-908-7348</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9 AM - 1PM</u> <u>SAT</u>

Collection Site #	Service Planning Area 5	
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, STE 207 Culver City, CA 90230

Collection Site #	Service Planning Area 6	
6	90016 or 90047 or <mark>90002</mark> or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code)	Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Fax#: Days of Operation: SAT Hours of Operation: 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 Circle One Zip Code)	Name: <u>Mela Counseling Services</u> Address: <u>5723 Whittier BLVD, Los Angeles, CA 90022</u> Contact: <u>Kathy Salazar</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT</u>	

Collection Site #	S	ervice Planning Area 8
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: West Health Medical Group Address: 1035 S Prairie #1, Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: SAT

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		Account Number:	Invoice Date: Invoice Number:	Billing Month: (start and end dates) Contract Number:
Phamatach Inc. Street address or PO Box	city Sate ZIe Enal:	Phone Number:		

(Rovised: 9/22/20:

DCFS FINANCE DIVISION Attri: Contract Accounting 425 Shatto Place Room 204 Los Angeles, CA 90020 PANEL CODE DESCRIPTION 98000 = Alcohol 865053 = 5 AUCGALC/MDMA(DCFS) 93021 = DILISOMER CSW FIRST NAME Referral Date Collection Date CSW LAST NAME SEQUENCE NO. DCFS OFFICE NAME PLATELET NO. LAST NAME FIRST NAME CASE NO.

REASON FOR TEST CHARGE

> PANEL TOTAL =

CERTIFICATION: I hereby certify to the best of my knowledge that this invoice is true and correct in all respects.

Prepared by:	Tel, No:
Tatte:	Email:
Signature.	Date:
Approved by:	Tel. No:
Title:	Email:
Signature:	Date:
For DCFS	For DCFS Program Manager Only
Aprover Name:	
Ttler	Emait:
Signature:	Date
2 nd Level Approval	
Approver Name:	
Title:	Emait
Signature:	Date:

Summary Invoice Report for DCFS July-21

Test Codes	Description	Total No.	Cost	Total
96000 Alcohol				
93021 D/L ISOMER				
9650733 DC	FS 10 PANEL W/ALC-URINE	_		
			Total	\$0.00

COLLEGE MUN

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

BRANDON NICHOLS Interim Director

DAWNA YOKOYAMA Interim Chief Deputy Director

April 11, 2022

To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com

From: Jennifer Hottenroth, Division Chief Health Management Services Division Jennifer Hottenroth Digitally signed by Jennifer Hottenroth Date: 2022.04.12 08:05:25 -07'00'

CHANGE NOTICE NUMBER

2

Board of Supervisors

HILDA L. SOLIS

Second District

SHEILA KUEHL Third District JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

First District HOLLY J. MITCHELL

NATO PHONETIC ALPHABET TO BE REPLACED BY LAW ENFORCEMENT PHONETIC ALPHABET

The purpose of this Change Notice Number Two is to replace Exhibit M, NATO Phonetic Alphabet with Exhibit M-1, Law Enforcement Phonetic Alphabet, as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendments, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Craig Kakuda at <u>kakudc@dcfs.lacounty.gov</u>.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

Dana M. Conde

04/13/2022

Contractor's Authorized Signer (Print Name and Sign)

Date

c: Contracts Administration Division Health Management Services Division

"To Enrich Lives Through Effective and Caring Service"

Exhibit M-1

Law Enforcement Phonetic Alphabet

А	ADAM	N	NORA
В	BOY	0	OCEAN
С	CHARLES	р	PAUL
D	DAVID	Q	QUEEN
Е	EDWARD	R	ROBERT
F	FRANK	S	SAM
	GEORGE	Ť	ТОМ
Н	HENRY	U	UNION
I contract the second	IDA	V	VICTOR
J	JOHN	W	WILLIAM
	KING	Х	X-RAY
L	LINCOLN	Y	YOUNG
М	MARY	Z	ZEBRA

18 Barthe



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

BRANDON T. NICHOLS Director Board of Supervisors HILDA L. SOLIS First District HOLLY J. MITCHELL Second District SHEILA KUEHL Third District JANICE HAHN Fourth District KATHRYN BARGER Fifth District

June 22, 2022

- To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com
- From: Jennifer Hottenroth, Division Chief Health Management Services Division

Jennifer Hottenroth

Digitally signed by Jennifer Hottenroth Date: 2022 06.27 07:43 52 -07'00'

CHANGE NOTICE NUMBER 3

UPDATED LISTING OF COLLECTION SITES

The purpose of this Change Notice Number Three is to replace Exhibit A-7a, Listing of Collection Sites with Exhibit A-7b, as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendments, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Tanya Gharibian at <u>gharit@dcfs.lacounty.gov</u>.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

Dana M Conde/Contract Mgr

07-01-2022

Contractor's Authorized Signature (Print Name and Sign)

Date

c: Contracts Administration Division Health Management Services Division

"To Enrich Lives Through Effective and Caring Service"

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Updated: 06/30/2022

Collectio n Site #	S	ervice Planning Area 1
1	(Circle Zip Code) Lancaster 93535 93534 93536 93532	Name: <u>New Directions</u> Address: <u>1331 W AVE J STE 206 Lancaster, CA 93534</u> Contact: <u>Virginia Richie</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: MONTUEWEDTHUFRI Hours of Operation: <u>MON-FRI 8_AM - 7</u> PM MONTUEWEDTHUFRI
2	(Circle Zip Code) Palmdale 93543 <mark>93550</mark> 93551 93552 93510 93591 93544	Name: <u>Two Lifestyles</u> Address: <u>1224 E AVE. S # C, Palmdale, CA 93550</u> Contact: <u>Latovia</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>

Collectio n Site #	Se	rvice Planning Area 2
3	(Circle Zip Code) Santa Clarita 91342 91343 <mark>91321</mark> 91351 91387	Name: NCADD Santa Clarita Address: 24460 Lyons AVE, Santa Clarita, CA 91321 Contact: Bob Dorris Phone#: 661-253-9400 Fax#: 661-253-9403 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON-FRI 10AM7_PM MON_TUE_WED_THU_FRI_
4	(Circle Zip Code) Van Nuys 91331 91402 <mark>91405</mark> 91605.	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE #206, Van Nuys, CA 91405</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>

5	(Circle Zip Code) West San Fernando Valley 91303 91304 91324 91325 91335 91406 91306 91340	Name: <u>California Diversion Program</u> Address: <u>21054 Sherman Way #205.</u> <u>Canoga Park, CA 91303</u> Contact: <u>Amanda Valdez</u> Phone#: <u>818-716-0188</u> Fax#: <u>818-716-1560</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM -7_PM</u> <u>MON_TUE_WED_THU_FRI</u>
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Collectio n Site #	Se	rvice Planning Area 3
6	(Circle Zip Code) Pasadena 90032 91101 90042 90065 90041 91202 91008 91208 Additional zip code previously approved by DCFS: 91001	Name: <u>Altadena Recovery Center</u> Address: <u>3025 N. Lincoln Ave.,</u> <u>Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>
7	(Circle Zip Code) El Monte 91732 91733 91734 91745 <mark>91731</mark>	Name: Clinica Medica General Address: 11001 Main St, 3rd floor, STE 301, El Monte, CA 91731
8	(Circle Zip Code) Pomona 91766 91767 91765 <mark>91768</mark> 91711 91750 91773	Name: <u>NCADD Pomona</u> Address: <u>656 N Park AVE, Pomona, CA 91768</u> Contact: <u>Bethany Ineson</u> Phone#: <u>909-629-4084</u> Fax#: <u>909-626-4086</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_9:00_AM - 6_PM;</u> <u>MON_TUE_WED_THU_FRI_</u>
9	(Circle Zip Code) Glendora 91702 <mark>91724</mark> 91748 91722 91723 91790 91791 91792	Name: <u>NCADD Covina</u> Address: <u>4626 N. Grand Ave.,</u> <u>Covina, CA 91724</u> Contact: <u>Bethany Ineson</u> Phone#: <u>626-331-5316</u> Fax#: <u>626-332-2219</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-THUR <u>8:00</u> <u>AM - 7 PM</u> <u>FRI 8:00</u> <u>AM - 5:30 PM</u> <u>MON_TUE_WED_THU_FRI</u></u>

Collectio n Site #		Se	ervice Planning Area 4
10	(Circle Zip Code) Metro North 90057 90006 90031 90026	90033	Name: Keeping Konnected Address: 2140 W. Olympic Blvd. STE 350, Los Angeles, CA 90006

Collectio n Site #		Service Planning Area 5
11	(Circle Zip Code) West Los Angeles 90019 90066 90291 <mark>90230</mark> 90405 90232 90402	

Collectio n Site #	Service Planning Area 6
12	(Circle Zip Code) Name: Clinica Medica – Los Angeles Wateridge North 90016 90011 90057 90047 Hours previously approved by DCFS Phone#: 213-384-3434 Fax#:

	(Circle Zip Code)	Name: <u>Shields Place of Family</u> Address: <u>9307 S Central AVE, Los Angeles, CA 90002</u> Contact: <u>Janet/Theresa</u> Phone#: <u>323-564-6982</u> Fax#: <u>323-564-5970</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI <u>8</u> AM - <u>7</u> PM <u>MON_TUE_WED_THU_FRI_</u></u>
13	Wateridge South 90002 90018 90062 90037 90008	Name: Turning Point Alcohol & Drug Education Address: <u>3756 Santa Rosalia Dr. #617, Los Angeles, CA</u> <u>90008</u> Contact: <u>Michelle Perkins</u> Phone#: <u>323-296-1840</u> Fax#: <u>323-296-0151</u> Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI_11_AM - <u>6:30_PM</u> MONTUEWEDTHUFRI
14	(Circle Zip Code) Compton 90222 90059 90262 90021	Name: WLCAC Family Source Center Address: <u>1212 E 108th ST, Los Angeles, CA 90059</u> Contact: <u>Sheila</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM – 5:30</u> PM <u>MON_TUE_WED_THU_FRI</u>
15	Vermont Corridor <mark>90003</mark> 90044 90001	Name: Rebuild California Alliance Address: 7656 S Avalon BLVD, Los Angeles, CA 90003 Contact: Rider Paysinger Phone#: 323-352-6199 Fax#: 323-252-6199 Days of Operation: MONTUEWEDTHU_FRI Hours of Operation: MON-FRI_9_AM6_PM MON TUE MON TUE

Collectio n Site #				Se	ervice Planning Area 7
16	(Belvedere	Circle Zip 90022 90640 90040 90270	Code) 90201 90660 90058	<mark>90255</mark> 90023 90063	Name: Mela Counseling Services Address: 5723 Whittier Blvd., Los Angeles, CA 90022 Contact: Laura Vargas Phone#: 323-721-6855 Fax#: 323-721-8631 Days of Operation: MONTUEWED_THU_FRI Hours of Operation: MON-FRI_8_AM5_PM(covid hrs.) MONTUEWED_THU_FRI

Collectio n Site #	Serv	ice Planning Area 8
18	(Circle Zip Code) (Circle Zip	Vame: <u>Tarzana Treatment Center</u> Address: <u>5190 Atlantic Ave., Long Beach, CA 90805</u> Contact: <u>Gabriel Ramirez</u> Phone#: <u>562-428-4111</u> Fax#: Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI <u>8</u> AM - <u>7</u> PM MON_TUE_WED_THU_FRI_
19	Avalon, Catalina Island <mark>90704</mark> F D D N H	Name: <u>Catalina Island Medical Center</u> Address: <u>100 Falls Canyon RD, Avalon, CA 90704</u> Contact: <u>Lyra Garrido</u> Phone#: <u>310-510-0700</u> Fax#: <u>310-510-2938</u> Days of Operation: <u>NON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 5_PM</u> <u>MON_TUE_WED_THU_FRI_</u>
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: 90301; 90504 A	Name_West Health Medical Group Address: 1035 S Prairie AVE #1, Inglewood, CA 90301 Contact: James Chone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Name_Fastest Labs Address: 18156 Crenshaw Blvd., Torrance, CA 90504 Contact: Bill Coffey Phone#: 424-433-5553 Fax#: 424-433-5574 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Name_Fastest Labs Address: 18156 Crenshaw Blvd., Torrance, CA 90504 Contact: Bill Coffey Phone#: 424-433-5574 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_

Saturday or Sunday Sites:

Collectio n Site #	S	ervice Planning Area 1
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: <u>Two Lifestyles</u> Address: <u>1224 East AVE, # C, Palmdale, CA 93550</u> Contact: <u>Bobby Hampton</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>9 AM - 1 PM</u> SAT Hours of Operation: <u>9 AM - 1 PM</u> SAT Name: <u>New Directions</u> Address: <u>1331 W AVE J STE 206 Lancaster, CA 93534</u> Contact: <u>Virginia Richie</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: <u>9 AM - 1 PM</u> SAT Hours of Operation: <u>9 AM - 1 PM</u>

Collectio n Site #	S	ervice Planning Area 2
2	91342 or 91402 or <mark>91405</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE, # 206, Van Nuys, CA 91405</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT_</u>

Collectio n Site #	S	ervice 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	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9 AM - 1_PM</u>

(Circle One Zip Code)	SAT

Collectio n Site #	s	ervice Planning Area 4
4	90057 or <mark>90006</mark> or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: <u>Keeping Konnected</u> Address: <u>2140 W Olympic BLVD, STE 350</u> Los Angeles, CA 90006 Contact: <u>Chanice Ward</u> Phone#: <u>213-908-7346</u> Fax#: <u>213-908-7348</u> Days of Operation: SAT Hours of Operation: <u>9 AM - 1PM</u> SAT

Collectio n Site #	S	ervice Planning Area 5
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>3961 Sepulveda BLVD, # 207</u> <u>Culver City, CA 90230</u> Contact: <u>Joanne/Sophia</u> Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: SAT Hours of Operation: <u>9 AM - 1 PM SAT</u>

Collection Site #	Service Planning Area 6
6	90016 or 90047 or 90002 or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code) Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Pax#: Days of Operation: SAT Hours of Operation: SAT 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 Circle One Zip Code)	Name: <u>Mela Counseling Services</u> Address: <u>5723 Whittier BLVD, Los Angeles, CA 90022</u> Contact: <u>Kathy Salazar</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT</u>	

Collectio n Site #	Service Planning Area 8	
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: <u>West Health Medical Group</u> Address: <u>1035 S Prairie #1, Inglewood, CA 90301</u> Contact: <u>James</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9</u> AM - <u>1</u> PM <u>SAT_</u>



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

> 510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602



Board of Supervisors HILDA L. SOLIS First District HOLLY J. MITCHELL Second District SHEILA KUEHL Third District JANICE HAHN Fourth District KATHRYN BARGER Fifth District

BRANDON T. NICHOLS Director

September 26, 2022

To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 <u>dconde@phamatech.com</u>

Delivered Via Electronic Mail

From: Jennifer Hottenroth, Division Chief Health Management Services Division

Jennifer Hottenroth Digitally signed by Jennifer Hottenroth Date: 2022.09.27 08:55:55 -07'00'

CHANGE NOTICE NUMBER _____4

UPDATED EXHIBIT FOR LISTING OF COLLECTION SITES

The purpose of this Change Notice Number Four is to replace Exhibit A-7b, Listing of Collection Sites with Exhibit A-7c, as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendments, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Tanya Gharibian at <u>gharit@dcfs.lacounty.gov</u>.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

Dana M Conde

09-27-2022

Contractor's Authorized Signer (Print Name and Sign)

Date

c: Contracts Administration Division Health Management Services Division

"To Enrich Lives Through Effective and Caring Service"

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Collectio n Site #	Updated: 09/09/2022 Service Planning Area 1		
1	(Circle Zip Code) Lancaster 93535 <mark>93534</mark> 93536 93532	Name: New Directions Address: 1331 W AVE J STE 206 Lancaster, CA 93534 Contact: Virginia Richie Phone#: 661-802-7167 Fax#: 661-802-4961 Days of Operation: MONTUE_WED_THU_FRI_ Hours of Operation: MONTUE_WED_THU_FRI MONTUE_WED_THU_FRI MONTUE_WED_THU_FRI	
2	(Circle Zip Code) Palmdale 93543 <u>93550</u> 93551 93552 93510 93591 93544	Name: <u>Two Lifestyles</u> Address: <u>1224 E AVE. S # C, Palmdale, CA 93550</u> Contact: <u>Latoyia</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI</u>	

Collectio n Site #	S	ervice Planning Area 2
3	(Circle Zip Code) Santa Clarita 91342 91343 <mark>91321</mark> 91351 91387	Name: <u>NCADD Santa Clarita</u> Address: <u>24460 Lyons AVE, Santa Clarita, CA 91321</u> Contact: <u>Bob Dorris</u> Phone#: <u>661-253-9400</u> Fax#: <u>661-253-9403</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: MON-FRI 10AM7_PM <u>MON_TUE_WED_THU_FRI_</u>
4	(Circle Zip Code) Van Nuys 91331 91402 <mark>91405</mark> 91605.	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE #206, Van Nuys, CA 91405</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI <u>8 AM - 7 PM</u> MON_TUE_WED_THU_FRI

Address: 210 c Zip Code) Canoga Park ndo Valley Contact: Ama 91304 91324 Phone#: 818- 91335 91406 Fax#: 818-710 91340 MONTUE_ Hours of Operation	anda Valdez -716-0188 6-1560
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Collectio n Site #	Si	ervice Planning Area 3
6	(Circle Zip Code) Pasadena 90032 91101 90042 90065 90041 91202 91008 91208 Additional zip code previously approved by DCFS: 91001	Name: <u>Altadena Recovery Center</u> Address: <u>3025 N. Lincoln Ave.</u> , <u>Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI</u>
7	(Circle Zip Code) El Monte 91732 91733 91734 91745 <mark>91731</mark>	Name: Clinica Medica General Address: 11001 Main St, 3rd floor, STE 301, El Monte, CA 91731
8	(Circle Zip Code) Pomona 91766 91767 91765 <mark>91768</mark> 91711 91750 91773	Name: NCADD Pomona Address: <u>656 N Park AVE, Pomona, CA 91768</u> Contact: <u>Bethany Ineson</u> Phone#: <u>909-629-4084</u> Fax#: <u>909-626-4086</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI_9:00_AM - 6_PM;</u> <u>MON_TUE_WED_THU_FRI</u>
9	(Circle Zip Code) Glendora 91702 <mark>91724</mark> 91748 91722 91723 91790 91791 91792	Name: NCADD Covina Address: 4626 N. Grand Ave., Covina, CA 91724 Contact: Bethany Ineson Phone#: 626-331-5316 Fax#: 626-332-2219 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI MON_TUE_WED_THU_FRI MON_TUE_WED_THU_FRI

Collectio n Site #	Service Planning Area 4		
10	(Circle Zip Code) Metro North 90057 90006 90031 90026	90033	Name: Keeping Konnected Address: 2140 W. Olympic Blvd. STE 350, Los Angeles, CA 90006

Collectio n Site #	Service Planning Area 5			
11	Name: Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, STE 207 Culver City, CA 90230 Contact: Joanne/Sophia 			

Collectio n Site #	Service Planning Area 6		
12	(Circle Zip Code) L Wateridge North 90016 90011 90057 90047 F Hours previously approved by DCFS D M H	lame: <u>Clinica Medica – Los Angeles</u> ddress: <u>2208 W. 7th St.,</u> os Angeles,90057 contact: <u>Dr. Hargrove Brown</u> hone#: <u>213-384-3434</u> ax#: lays of Operation: IONTUEWEDTHUFRI ours of Operation: <u>MON-FRI_8_AM - 6_PM</u> IONTUEWED_THU_FRI	

		Nomer Objett Di
	(Circle Zip Code)	Name: <u>Shields Place of Family</u> Address: <u>9307 S Central AVE, Los Angeles, CA 90002</u> Contact: <u>Janet/Theresa</u> Phone#: <u>323-564-6982</u> Fax#: <u>323-564-5970</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>
13	Wateridge South 90002 90018 90062 90037 90008	Name: <u>Turning Point Alcohol & Drug Education</u> Address: <u>3756 Santa Rosalia Dr. #617, Los Angeles, CA</u> <u>90008</u> Contact: <u>Michelle Perkins</u> Phone#: <u>323-296-1840</u> Fax#: <u>323-296-0151</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_11_AM - 6:30_PM</u> <u>MON_TUE_WED_THU_FRI_</u>
14	(Circle Zip Code) Compton 90222 <mark>90059</mark> 90262 90021	Name: WLCAC Family Source Center Address: 1212 E 108 th ST, Los Angeles, CA 90059 Contact: Sheila Phone#: 323-357-6262 Fax#: 323-987-0969 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI <u>8</u> AM – 5:30PM MON_TUE_WED_THU_FRI
15	Vermont Corridor <mark>90003</mark> 90044 90001	Name: <u>Rebuild California Alliance</u> Address: <u>7656 S Avalon BLVD, Los Angeles, CA 90003</u> Contact: <u>Rider Paysinger</u> Phone#: <u>323-352-6199</u> Fax#: <u>323-252-6199</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI_9_AM - 6_PM</u> <u>MON_TUE_WED_THU_FRI</u>

Collectio n Site #	Service Planning Area 7				
16	(Belvedere	Circle Zij 90022 90640 90040 90270	Code) 90201 90660 90058	<mark>90255</mark> 90023 90063	Name: <u>Mela Counseling Services</u> Address: <u>5723 Whittier Blvd., Los Angeles, CA 90022</u> Contact: <u>Laura Vargas</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM5_PM(covid hrs.)</u> <u>MON_TUE_WED_THU_FRI</u>
17	(Circle Zip Code) Santa Fe Springs 90280	<mark>90670</mark>	Name: LACADA Address: 11015 Bloomfield AVE Santa Fe Springs, CA 90670 Contact: Rachel Carrillo Phone#: 562-906-2676 Fax#: 562-906-2681 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-THU_9_AM_6_PM (covid hrs.) MON_TUE_WED_THU_FRI_		
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Collectio n Site #		Service Planning Area 8
18	(Circle Zip Code) South County <mark>90805</mark> 90813 90731 90744	Name: Tarzana Treatment Center Address: 5190 Atlantic Ave., Long Beach, CA 90805 Contact: Gabriel Ramirez Phone#: 562-428-4111 Fax#:
19	Avalon, Catalina Island <mark>90704</mark>	Name: Catalina Island Medical Center Address: 100 Falls Canyon RD, Avalon, CA 90704 Contact: Lyra Garrido Phone#: 310-510-0700 Fax#: 310-510-2938 Days of Operation: MON MON THU Hours of Operation: MON MON THU MON THU MON THU
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: 90301; 90504	Name_West Health Medical Group Address: 1035 S Prairie AVE #1, Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: MONTUEWED_THU_FRI_ Hours of Operation: MONTUE_WED_THU_FRI_ Hours of Operation: MONTUE_WED_THU_FRI_ Name_Fastest Labs Address: 18156 Crenshaw Blvd., Torrance, CA 90504 Contact: Bill Coffey Phone#: 424-433-5553 Fax#: 424-433-5574 Days of Operation: MONTUE_WED_THU_FRI Hours of Operation: MONTUE_WED_THU_FRI Hours of Operation: MONTUE_WED_THU_FRI Hours of Operation: MONTUE_WED_THU_FRI MONTUE_WED_THU_FRI

Collectio n Site #	S	Service Planning Area 1
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: Two Lifestyles Address: 1224 East AVE, # C, Palmdale, CA 93550 Contact: Bobby Hampton Phone#: 661-402-3076 Fax#: 661-402-3075 Days of Operation: SAT Hours of Operation: 9 AM - 1 PM SAT Name: New Directions Address: 1331 W AVE J STE 206 Lancaster, CA 93534 Contact: Virginia Richie Phone#: 661-802-7167 Fax#: 661-802-4961 Days of Operation: 9 AM - 1 PM SAT Hours of Operation: SAT

Collectio n Site #	S	ervice Planning Area 2
2	91342 or 91402 or <mark>91405</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE, # 206, Van Nuys, CA 91405</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT</u>

Collectio n Site #	S	ervice 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	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9 AM - 1 PM</u>

(Circle One Zip Code)	SAT

Collectio n Site #	S	Service Planning Area 4
4	<mark>90057</mark> or 90006 or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: <u>Clinica Medica- Los Angeles</u> Address: <u>2208 W. 7th St. Los Angeles, 90057</u> Contact: <u>Dr. Hargrove Brown</u> Phone#: <u>213-384-3434</u> Fax#: Days of Operation: SAT Hours of Operation: <u>9 AM - 1PM</u> SAT

Collectio n Site #	S	Service Planning Area 5
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>3961 Sepulveda BLVD, # 207</u> <u>Culver City, CA 90230</u> Contact: <u>Joanne/Sophia</u> Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9 AM - 1 PM SAT</u>

Collection Site #	Service Planning Area 6	
6	90016 or 90047 or <mark>90002</mark> or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code)	Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Fax#: Days of Operation: SAT Hours of Operation: 9 SAT

Collection Site #	S	ervice Planning Area 7
7	90022 or 90201 or 90255 or 90640 or 90660 or 90280 or 90670 or 90023 or 90040 or 90058 or 90063 or 90270 Circle One Zip Code)	Name: Mela Counseling Services Address: 5723 Whittier BLVD, Los Angeles, CA 90022 Contact: Kathy Salazar Phone#: 323-721-6855 Fax#: 323-721-8631 Days of Operation: SAT Hours of Operation: 9

Collectio n Site #	S	ervice Planning Area 8
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: West Health Medical Group Address: 1035 S Prairie #1, Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: SAT Hours of Operation: 9



510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602

BRANDON T. NICHOLS Director

Board of Supervisors HILDA L. SOLIS First District HOLLY J. MITCHELL Second District SHEILA KUEHL Third District JANICE HAHN Fourth District KATHRYN BARGER Fifth District

- November 01, 2022
- To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com
- From: Jennifer Hottenroth, Division Chief Health Management Services Division

Jennifer Hottenroth

Digitally signed by Jennifer Hottenroth Date: 2022.11 09 08:44:44 -08'00'

CHANGE NOTICE NUMBER

5

UPDATED LISTING OF COLLECTION SITES

The purpose of this Change Notice Number Five is to replace Exhibit A-7c, Listing of Collection Sites with Exhibit A-7d, as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendments, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Tanya Gharibian at <u>gharit@dcfs.lacounty.gov</u>.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

Dana M Conde Date: 2022.11 09 16:58:13 -08'00'	11-09-2022
Contractor's Authorized Signer (Print Name and Sign)	Date

c: Contracts Administration Division Health Management Services Division

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Updated: 10/28/2022

Collectio n Site #	Service Planning Area 1			
1	(Circle Zip Code) Lancaster 93535 <mark>93534</mark> 93536 93532	Name: <u>New Directions</u> Address: <u>1331 W AVE J STE 206 Lancaster, CA 93534</u> Contact: <u>Virginia Richie</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM - 7PM</u> <u>MON_TUE_WED_THU_FRI</u>		
2	(Circle Zip Code) Palmdale 93543 93550 93551 93552 93510 93591 93544	Name: <u>Two Lifestyles</u> Address: <u>1224 E AVE. S # C, Palmdale, CA 93550</u> Contact: <u>Latoyia</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8 AM - 7 PM</u> <u>MON_TUE_WED_THU_FRI</u>		

Collectio n Site #	Se	ervice Planning Area 2
3	(Circle Zip Code) Santa Clarita 91342 91343 <mark>91321</mark> 91351 91387	Name: NCADD Santa Clarita Address: 24460 Lyons AVE, Santa Clarita, CA 91321 Contact: Bob Dorris Phone#: 661-253-9400 Fax#: 661-253-9403 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 10AM7_PM MON_TUE_WED_THU_FRI_
4	(Circle Zip Code) Van Nuys 91331 91402 <mark>91405</mark> 91605.	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE #206, Van Nuys, CA 91405</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>

5	(Circle Zip Code) West San Fernando Valley 91303 91304 91324 91325 91335 91406 91306 91340	Name: California Diversion Program Address: 21054 Sherman Way #205, Canoga Park, CA 91303 Contact: Amanda Valdez Phone#: 818-716-0188 Fax#: 818-716-1560 Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI 8AM - 7_PM MON_TUE_WED_THU_FRI MON_TUE_WED_THU_FRI
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Collectio n Site #	Service Planning Area 3	
6	Name: Altadena Recovery Center(Circle Zip Code)Name: Altadena Recovery CenterPasadena 9003291101Address: 3025 N. Lincoln Ave.,9004290065Contact: Shirley Bennett9004191202Phone#: 626-765-69059100891208Fax#: 626-765-6617Additional zip code previouslyDays of Operation:approved by DCFS:91001MON_TUE_WED_THU_FRI_Hours of Operation:MON-FRI 8AM - 7 PMMON_TUE_WED_THU_FRIMON_TUE_WED_THU_FRI	
7	Name: Clinica Medica General Address: 11001 Main St, 3rd floor, STE 301, El Monte 91732 91733 91734 91745 91731El Monte 91732 91733 91734 	
8	(Circle Zip Code) Name: NCADD Pomona Pomona 91766 91767 91765 91768 91711 91750 Phone#: <u>909-629-4084</u> 91773 Pitron Pays of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_	
9	(Circle Zip Code)Name: NCADD Covina Address: 4626 N. Grand Ave., Covina, CA 91724 Contact: Bethany Ineson Phone#: 626-331-5316 Fax#: 626-332-2219 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON-THUR 8:00_AM - 7_PM FRI 8:00_AM - 5:30_PM MON_TUE_WED_THU_FRI_	

Collectio n Site #	Service Planning Area 4		
10	(Circle Zip Code) Metro North 90057 90006 90031 90026	90033	Name: Keeping Konnected Address: 2140 W. Olympic Blvd. STE 350, Los Angeles, CA 90006 Contact: Chanice Ward Phone#: 213-908-7346 Fax#: 213-908-7348 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 8_AM - 7_PM MON_TUE_WED_THU_FRI_ Name: NESS Counseling Center, Inc. Address: 8512 Whitworth Dr., Los Angeles, CA 90035 Contact: Kelly Reynolds Phone#: 310-360-8512 Fax#: 310-360-8510 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Monstruct: Kelly Reynolds Phone#: 310-360-8512 Fax#: 310-360-8510 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ MON_TUE_WED_THU_FRI_

Collectio n Site #	Service Planning Area 5			
11	(Circle Zip Code) West Los Angeles 90019 90066 90291 <mark>90230</mark> 90405 90232 90402	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>3961 Sepulveda BLVD, STE 207</u> <u>Culver City, CA 90230</u> Contact: <u>Joanne/Sophia</u> Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8</u> <u>AM - 7 PM</u> <u>MON_TUE_WED_THU_FRI</u>		

Collectio n Site #	Service Planning Area 6		
12	(Circle Zip Code) Name: Clinica Medica – Los Angeles Wateridge North 90016 90011 90057 90047 Hours previously approved by DCFS Phone#: 213-384-3434 Fax#:		

13	(Circle Zip Code) Wateridge South 90002 90018 90062 90037 90008	Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Fax#: 323-564-5970 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_8_AM - 7_PM MONTUE_WED_THU_FRI_ Name: Canon Human Services Address: 5320 South Broadway, Los Angeles CA 90037 Contact: Watasha Huff Phone#: 323-325-7510
14	(Circle Zip Code) Compton 90222 90059 90262 90021	Name: <u>WLCAC Family Source Center</u> Address: <u>1212 E 108th ST, Los Angeles, CA 90059</u> Contact: <u>Sheila</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM – 5:30</u> PM <u>MON_TUE_WED_THU_FRI</u>
15	Vermont Corridor <mark>90003</mark> 90044 90001	Name: <u>Rebuild California Alliance</u> Address: <u>7656 S Avalon BLVD, Los Angeles, CA 90003</u> Contact: <u>Rider Paysinger</u> Phone#: <u>323-352-6199</u> Fax#: <u>323-252-6199</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_9_AM6_PM</u> <u>MON_TUE_WED_THU_FRI_</u>

Collectio n Site #	Service Planning Area 7				
16	(Belvedere	Circle Zip 90022 90640 90040 90270	Code) 90201 90660 90058	<mark>90255</mark> 90023 90063	Name: <u>Mela Counseling Services</u> Address: <u>5723 Whittier Blvd., Los Angeles, CA 90022</u> Contact: <u>Laura Vargas</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM5_PM(covid hrs.)</u> <u>MON_TUE_WED_THU_FRI_</u>

(Circle Zip Code) Santa Fe Springs 90280 <mark>90670</mark> 17	Name: LACADA Address: 11015 Bloomfield AVE Santa Fe Springs, CA 90670 Contact: Rachel Carrillo Phone#: 562-906-2676 Fax#: 562-906-2681 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-THU_9_AM_6_PM (covid hrs.) MON_TUE WED_THU_FRI Hours of Operation: MON-THU_9-5 PM (covid hrs.)
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Collectio n Site #	s	ervice Planning Area 8
18	(Circle Zip Code) South County 90805 90813 90731 90744	Name: Tarzana Treatment Center Address: 5190 Atlantic Ave., Long Beach, CA 90805 Contact: Gabriel Ramirez Phone#: 562-428-4111 Fax#:
19	Avalon, Catalina Island <mark>90704</mark>	Name: Catalina Island Medical Center Address: 100 Falls Canyon RD, Avalon, CA 90704 Contact: Lyra Garrido Phone#: 310-510-0700 Fax#: 310-510-2938 Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI_8_AM - 5_PM MONTUEWEDTHUFRI
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: 90301; 90504	Name_West Health Medical Group Address: 1035 S Prairie AVE #1. Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MONTUEWEDTHUFRI Hours of Operation: MONTUEWEDTHUFRI Name_Fastest Labs Address: Address: 18156 Crenshaw Blvd., Torrance, CA 90504 Contact: Bill Coffey Phone#: 424-433-5553 Fax#: 424-433-5574 Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI 9_AM5_PM MONTUEWEDTHUFRI MONTUEWEDTHUFRI

Collectio n Site #	s	ervice Planning Area 1
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: <u>Two Lifestyles</u> Address: <u>1224 East AVE, # C, Palmdale, CA 93550</u> Contact: <u>Bobby Hampton</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: SAT Hours of Operation: <u>9 AM - 1 PM</u> SAT Name: <u>New Directions</u> Address: <u>1331 W AVE J STE 206 Lancaster, CA 93534</u> Contact: <u>Virginia Richie</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: <u>9 AM - 1 PM</u> SAT Hours of Operation: <u>9 AM - 1 PM</u>

Collectio n Site #	Service Planning Area 2	
2	91342 or 91402 or <mark>91405</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6740 Kester AVE, # 206, Van Nuys, CA 91405</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT_</u>

Collectio n Site #	S	ervice 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	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: SAT Hours of Operation: <u>9 AM - 1 PM</u>

(Circle One Zip Code)	SAT

Collectio n Site #	S	ervice Planning Area 4
4	<mark>90057</mark> or 90006 or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: <u>Clinica Medica- Los Angeles</u> Address: <u>2208 W. 7th St. Los Angeles, 90057</u> Contact: <u>Dr. Hargrove Brown</u> Phone#: <u>213-384-3434</u> Fax#: Days of Operation: <u>SAT</u> Hours of Operation: <u>9 AM - 1PM</u> <u>SAT</u>

Collectio n Site #	Se	ervice Planning Area 5
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>3961 Sepulveda BLVD, # 207</u> <u>Culver City. CA 90230</u> Contact: <u>Joanne/Sophia</u> Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: SAT Hours of Operation: <u>9 AM - 1 PM SAT</u>

Collection Site #	Service Planning Area 6	
6	90016 or 90047 or <mark>90002</mark> or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code)	Name: <u>Shields Place of Family</u> Address: <u>9307 S Central AVE, Los Angeles, CA 90002</u> Contact: <u>Janet/Theresa</u> Phone#: <u>323-564-6982</u> Fax#: Days of Operation: SAT Hours of Operation: <u>9_AM - 1_PM</u> 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 Circle One Zip Code)	Name: <u>Mela Counseling Services</u> Address: <u>5723 Whittier BLVD, Los Angeles, CA 90022</u> Contact: <u>Kathy Salazar</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT_</u>

Collectio n Site #	S	ervice Planning Area 8
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: <u>West Health Medical Group</u> Address: <u>1035 S Prairie #1, Inglewood, CA 90301</u> Contact: <u>James</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9 AM -1 PM</u> <u>SAT_</u>





Board of Supervisors HILDA L. SOLIS

HOLLY J. MITCHELL Second District LINDSEY P. HORVATH Third District

> KATHRYN BARGER Fifth District

First District

JANICE HAHN Fourth District

510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602

BRANDON T. NICHOLS Director

May 5, 2023

Transmitted via Electronic Mail

- To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com
- From: Jennifer Hottenroth, Division Chief Jen Health Management Services Division Hot

Jennifer Hottenroth

Digitally signed by Jennifer Hottenroth Date: 2023.05.05 14:54:03 -07'00'

CHANGE NOTICE

6

REPEAL OF ORDINANCE CHAPTER 2.212 – COVID-19 VACCINATION OF COUNTY CONTRACTOR PERSONNEL

The purpose of this Change Notice Number Six is to make updates to the Urine Sample Collection for Drug and Alcohol Testing Services (Drug Testing) Contract number 082021 with Phamatech, Inc. related to the repeal of Ordinance Chapter 2.212 – COVID-19 Vaccination of County Contractor Personnel.

On April 4, 2023, the Los Angeles County Board of Supervisors' repealed Chapter 2.212 of the County Code (Board Agenda Item 32 - Repeal of Ordinance Chapter 2.212 - COVID-19 Vaccination of County Contractor Personnel). Therefore, County Contractor staff are no longer required to be vaccinated against COVID-19 unless required by any other federal, State, or local law, regulation or order. Please note that contract workers in **specified healthcare settings**, or who are Medicare- and Medicaid-certified providers and suppliers, will continue to be required to be vaccinated and boosted against COVID-19. In such cases, the Department of Children and Family Services (DCFS) will continue to include the appropriate COVID-19 vaccination language in these contracts to ensure compliance.

All other terms and conditions of your contract remain in effect. As a condition of your Contract with the County, you must comply with all applicable laws, regulations, orders, policies, and requirements during your performance of work for the County. DCSF may seek additional documentation from you at any time when necessary to ensure compliance. Where required, contractors are responsible for ensuring their

"To Enrich Lives Through Effective and Caring Service"

Phamatech, Inc. May 5, 2023 Page 2

subcontractors are in compliance and will certify for their subcontractors as part of certifying for all Contractor Personnel.

To locate LA County COVID-19 vaccines sites you may visit: <u>http://www.publichealth.lacounty.gov/media/Coronavirus/vaccine/index.htm</u>, or contact your County contracting contact.

The following sections in the Drug Testing Contract have been modified to reflect these updates as shown below and as attached to this Change Notice:

Contract Section(s)	Update to Contract Language
Table of Contents	Section 9.0, Unique Terms and Conditions, Sub section 9.9 has been replaced with the following language:
	Intentionally Omitted
List of Attachment	Attachment N has been replaced with the following language:
	Attachment N:Intentionally Omitted
Section 9.0, Unique Terms and Conditions, Subsection 9.9	Subsection 9.9 has been replaced with the following language:
	Intentionally Left Blank

The following Drug Testing Contract Attachment is omitted:

Attachment N

In accordance with the Drug Testing Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.34, Notices, a Change Notice is prepared by County and executed by Contractor and County Program Manager.

Please acknowledge receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to the Urine Sample Collection for Drug and Alcohol Testing Services Contract, Contract Analyst at <u>gharit@dcfs.lacounty.gov</u>.

Dana M CondePhamatech, Inc.Print Name, Authorized SignerPrint Agency Name

05-05-202 Date

Signature, Authorized Signer

Phamatech, Inc. May 5, 2023 Page 3

If you have any questions regarding this Change Notice, please contact your respective Contract Analyst. Thank you.

c: Contracts Administration Division Health Management Services Division



BRANDON T. NICHOLS

Director

May 16, 2023

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

> 510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602



Board of Supervisors HILDA L. SOLIS First District HOLLY J. MITCHELL Second District LINDSEY P. HORVATH Third District JANICE HAHN Fourth District KATHRYN BARGER Fifth District

- To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com
- From: Jennifer Hottenroth, Division Chief Health Management Services Division

CHANGE NOTICE NUMBER _____7

UPDATED LISTING OF COLLECTION SITES TO THE URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021 WITH PHAMATECH, INC.

The purpose of this Change Notice Number Seven is to replace Exhibit A-7d, Listing of Collection Sites with Exhibit A-7e, as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendments, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Tanya Gharibian at <u>gharit@dcfs.lacounty.gov</u>.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

07-01-2022

05-30-2023

Contractor's Authorized Signer (Print Name and Sign)

Date

c: Contracts Administration Division Health Management Services Division

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Updated: 05/12/2023

Collectio n Site #	S	ervice Planning Area 1
1	(Circle Zip Code) Lancaster 93535 93534 93536 93532	Name: <u>New Directions</u> Address: <u>1331 W AVE J STE 206 Lancaster, CA 93534</u> Contact: <u>Virginia Richie</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM7PM</u> <u>MON_TUE_WED_THU_FRI</u>
2	(Circle Zip Code) Palmdale 93543 93550 93551 93552 93510 93591 93544	Name: <u>Two Lifestyles</u> Address: <u>1224 E AVE. S # C, Palmdale, CA 93550</u> Contact: <u>Latoyia</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI</u>

Collectio n Site #	S	ervice Planning Area 2
3	(Circle Zip Code) Santa Clarita 91342 91343 <mark>91321</mark> 91351 91387	Name: NCADD Santa Clarita Address: 24460 Lyons AVE, Santa Clarita, CA 91321 Contact: Bob Dorris Phone#: 661-253-9400 Fax#: 661-253-9403 Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 10AM7_PM MON_TUE_WED_THU_FRI_
4	(Circle Zip Code) Van Nuys 91331 91402 91401 91605 91331 91352 91605	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6315 Van Nuys BLVD STE A3. Van Nuys, CA</u> <u>91401</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>

(Circle Zip Code) West San Fernando Valley* 91303 91304 91324 91325 91335 91306 91367 91364 91356	Name: <u>California Diversion Program</u> Address: <u>21054 Sherman Way #205,</u> <u>Canoga Park, CA 91303</u> Contact: <u>Amanda Valdez</u> Phone#: <u>818-716-0188</u> Fax#: <u>818-716-1560</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI_</u>
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Collectio n Site #	Serv	ice Planning Area 3
6	(Circle Zip Code) A Pasadena 90032 91101 A 90042 90065 O 90041 91202 F 91008 91208 F Additional zip code previously D D approved by DCFS: 91001 M	Name: <u>Altadena Recovery Center</u> Address: <u>3025 N. Lincoln Ave</u> Altadena, CA 91001 Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI_8_AM7_PM MON_TUE_WED_THU_FRI_
7	(Circle Zip Code) El Monte 91732 91733 91734 91745 <mark>91731</mark> F	Iame: <u>Clinica Medica General</u> Address: <u>11001 Main St, 3rd floor, STE 301,</u> El Monte, CA 91731
8	(Circle Zip Code) (Circle Zip Code) (Circle Zip Code) (Circle Zip Code) (Circle 2007)	Name: <u>NCADD Pomona</u> Address: <u>656 N Park AVE, Pomona, CA 91768</u> Contact: <u>Bethany Ineson</u> Phone#: <u>909-629-4084</u> Fax#: <u>909-626-4086</u> Days of Operation: <u>MON_TUE_WED_THU_FRI_</u> Hours of Operation: <u>MON-FRI_9:00_AM - 6_PM;</u> <u>MON_TUE_WED_THU_FRI_</u>
9	(Circle Zip Code) A Glendora 91702 91724 91748 Q 91722 91723 Q 91790 91791 91792 F	Name: <u>NCADD Covina</u> Address: <u>4626 N. Grand Ave.,</u> Covina, CA 91724 Contact: <u>Bethany Ineson</u> Phone#: <u>626-331-5316</u> Fax#: <u>626-332-2219</u>

	Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-THUR <u>8:00</u> AM - <u>7</u> PM FRI <u>8:00</u> AM - <u>5:30</u> PM MON_TUE_WED_THU_FRI_
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Collectio n Site #		S	ervice Planning Area 4
10	(Circle Zip Code) Metro North 90057 90006 90031 90026	90033	Name: Keeping Konnected Address: 2140 W. Olympic Blvd. STE 350, Los Angeles, CA 90006 Contact: Contact: Chanice Ward Phone#: 213-908-7346 Fax#: 213-908-7348 Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI 8AM - 7_PM MONTUEWEDTHU_FRI Hours of Operation: Name: NESS Counseling Center, Inc. Address: 8512 Whitworth Dr., Los Angeles, CA 90035 Contact: Contact: Kelly Reynolds Phone#: 310-360-8512 Fax#: 310-360-8510 Days of Operation: MONTUEWEDTHU_FRI_ Hours of Operation: MONTUEWED_THU_FRI_ Hours of Operation: MONTUEWED_THU_FRI_ Hours of Operation: MON_TUE_WED_THU_FRI_ MONTUEWED_THU_FRI_ MONTUE_WED_THU_FRI_

Collectio n Site #	Service Planning Area 5	
11	Name: Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, STE 207 Culver City, CA 90230 Contact: Joanne/SophiaWest Los Angeles9001990066 	

Collectio n Site #	Service Planning Area 6
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12	(Circle Zip Code) Wateridge North 90016 90011 <u>90057</u> 90047 Hours previously approved by DCFS	Name: Clinica Medica – Los Angeles Address: 2208 W. 7 th St., Los Angeles,90057 Contact: Contact: Dr. Hargrove Brown Phone#: 213-384-3434 Fax#:
13	(Circle Zip Code) Hawthorne <u>90002</u> 90018 90062 <u>90037</u> 90008	Name: <u>Shields Place of Family</u> Address: <u>9307 S Central AVE, Los Angeles, CA 90002</u> Contact: <u>Janet/Theresa</u> Phone#: <u>323-564-6982</u> Fax#: <u>323-564-5970</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8</u> <u>AM - 7</u> <u>PM</u> <u>MON_TUE_WED_THU_FRI</u> Name: <u>Canon Human Services</u> Address: <u>5320 South Broadway, Los Angeles CA 90037</u> Contact: <u>Watasha Huff</u> Phone#: <u>323-325-7510</u> Fax#: Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8:30 AM - 7</u> PM <u>MON_TUE_WED_THU_FRI</u>
14	(Circle Zip Code) Compton - Carson 90222 <mark>90059</mark> 90262 90021	Name: <u>WLCAC Family Source Center</u> Address: <u>1212 E 108th ST, Los Angeles, CA 90059</u> Contact: <u>Sheila</u> Phone#: <u>323-357-6262</u> Fax#: <u>323-987-0969</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8</u> AM – <u>5:30</u> PM <u>MON_TUE_WED_THU_FRI</u>
15	Vermont Corridor <mark>90003</mark> 90044 90001	Name: Rebuild California Alliance Address: <u>7656 S Avalon BLVD, Los Angeles, CA 90003</u> Contact: Rider Paysinger Phone#: <u>323-352-6199</u> Fax#: <u>323-252-6199</u> Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI_10_AM - 7_PM MONTUEWEDTHU_FRI_

Collectio n Site #	Service Planning Area 7	
16	(Circle Zip Code)Name: Mela Counseling Services Address: 5723 Whittier Blvd., Los Angeles, CA 90022Belvedere900229020190255Address: 5723 Whittier Blvd., Los Angeles, CA 90022906409066090023Phone#: 323-721-6855Phone#: 323-721-6855900409005890063Fax#: 323-721-8631Days of Operation:MON_TUE_WED_THU_FRI_ Hours of Operation:MON_FRI 8_AM5_PM(covid hrs.)MON_TUE_WED_THU_FRI	
17	Name: LACADA(Circle Zip Code)Name: LACADASanta Fe Springs90280906709070190631Contact: Rachel CarrilloPhone#:562-906-2676Fax#:562-906-2681Days of Operation:MON_TUE_WED_THU_FRIHours of Operation:MON-THU_9_AM_6_PM (covid hrs.)MON_TUE_WED_THU_FRI95 PM (covid hrs.)	

Collectio n Site #	S	ervice Planning Area 8
18	(Circle Zip Code) South County 90805 90813 90731 90744 90802	Name: Tarzana Treatment Center Address: 5190 Atlantic Ave., Long Beach, CA 90805 Contact: Gabriel Ramirez Phone#: 562-428-4111 Fax#:
19	Avalon, Catalina Island <mark>90704</mark>	Name: Catalina Island Medical Center Address: 100 Falls Canyon RD, Avalon, CA 90704 Contact: Lyra Garrido Phone#: 310-510-0700 Fax#: 310-510-2938 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON-FRI_8_AM - 5_PM MON_TUE_WED_THU_FRI
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: <mark>90301; 90504</mark>	Name <u>West Health Medical Group</u> Address: <u>1035 S Prairie AVE #1, Inglewood, CA 90301</u> Contact: <u>James</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation:

MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI <u>8</u> AM - <u>7</u> PM MON_TUE_WED_THU_FRI_
Name <u>Fastest Labs</u> Address: <u>18156 Crenshaw Blvd.</u> , Torrance, CA 90504 Contact: <u>Bill Coffey</u> Phone#: <u>424-433-5553</u> Fax#: <u>424-433-5574</u> Days of Operation: MON_TUE_WED_THU_FRI_ Hours of Operation: MON-FRI 9_AM5_PM MON_TUE_WED_THU_FRI_

Collectio n Site #	S	ervice Planning Area 1
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: <u>Two Lifestyles</u> Address: 1224 East AVE, # C, Palmdale, CA 93550 Contact: <u>Bobby Hampton</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>SAT</u>

Collectio n Site #	Service Planning Area 2	
2	91342 or 91402 or <mark>91401</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>6315 Van Nuys BLVD STE A3, Van Nuys, CA</u> <u>91401</u> Contact: <u>Joanne/ Niellie</u> Phone#: <u>818-787-7878</u> Fax#: <u>818-787-4076</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT_</u>

Collectio n 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 (Circle One Zip Code)	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9 AM -1_PM</u> <u>SAT_</u>

Collectio n Site #	Service Planning Area 4		
4	<mark>90057</mark> or 90006 or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: <u>Clinica Medica- Los Angeles</u> Address: <u>2208 W. 7th St. Los Angeles, 90057</u> Contact: <u>Dr. Hargrove Brown</u> Phone#: <u>213-384-3434</u> Fax#: <u></u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9 AM - 1PM</u> <u>SAT</u>	

Collectio n Site #	Service Planning Area 5	
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: <u>Driver Safety School/Family Harmony</u> Address: <u>3961 Sepulveda BLVD, # 207</u> <u>Culver City, CA 90230</u> Contact: <u>Joanne/Sophia</u> Phone#: <u>310-837-1818</u> Fax#: <u>310-837-4473</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9 AM - 1 PM SAT_</u>

Collection Site #	Service Planning Area 6		
6	90016 or 90047 or <mark>90002</mark> or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code)	Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Fax#: Days of Operation: SAT Hours of Operation: 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 Circle One Zip Code)	Name: <u>Mela Counseling Services</u> Address: <u>5723 Whittier BLVD, Los Angeles, CA 90022</u> Contact: <u>Kathy Salazar</u> Phone#: <u>323-721-6855</u> Fax#: <u>323-721-8631</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9_AM - 1_PM</u> <u>SAT_</u>	

Collectio n Site #	Service Planning Area 8	
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: <u>West Health Medical Group</u> Address: <u>1035 S Prairie #1, Inglewood, CA 90301</u> Contact: <u>James</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: <u>SAT_</u> Hours of Operation: <u>9_AM - 1_PM</u>

	SAT



> 510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602

BRANDON T. NICHOLS Director

July 13, 2023

Board of Supervisors HILDA L. SOLIS First District HOLLY J. MITCHELL Second District LINDSEY P. HORVATH Third District JANICE HAHN Fourth District KATHRYN BARGER Fifth District

- To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com
- From: Jennifer Hottenroth, Division Chief Health Management Services Division

CHANGE NOTICE NUMBER <u>8</u>

UPDATED COUNTY'S ADMINISTRATION AND LAW ENFORCEMENT PHONETIC ALPHABET TO THE URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021 WITH PHAMATECH, INC.

The purpose of this Change Notice Number Eight is to replace Exhibit E, County's Administration with Exhibit E-1, and to replace Exhibit M-1, Law Enforcement Phonetic Alphabet with Exhibit M-2 as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendments, a change notice shall be prepared by County, and executed by Contractor and County Program Manager or designee.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Tanya Gharibian at <u>gharit@dcfs.lacounty.gov</u>.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

07-01-2022

05-30-2023

Contractor's Authorized Signer (Print Name and Sign)

Date

c: Contracts Administration Division Health Management Services Division

"To Enrich Lives Through Effective and Caring Service"

COUNTY'S ADMINISTRATION

EFFECTIVE DATE: July 7, 2023

CONTRACT NO.: 082021

COUNTY PROGRAM MANAGER:

Name:	Marcus Bermudez	
Title:	CSA I	
Address:	5757 Wilshire Blvd Ste. 200	
	Los Angeles, CA 90036	
Telephone:	626-832-7293	
E-Mail Address: Bermum@dcfs.lacounty.gov		

COUNTY ALTERNATE PROGRAM MANAGER:

Name:	Michael Moss	
Title:	CSA II	
Address:	5757 Wilshire Blvd. Ste. 200	
	Los Angeles, CA 90036	
Telephone:	213-725-0383	
E-Mail Address: Mossmi@dcfs.lacounty.gov		

		Engli	sh
A	ADAM	Ν	NORA
В	BOY	0	OCEAN
С	CHARLES	Р	PAUL
D	DAVID	Q	QUEEN
Е	EDWARD	R	ROBERT
F	FRANK	S	SAM
G	GEORGE	Т	TOM
Н	HENRY	U	UNION
Ι	IDA	V	VICTOR
J	JOHN	W	WILLIAM
К	KING	Х	X-RAY
L	LINCOLN	Y	YOUNG
М	MARY	Z	ZEBRA

Law Enforcement Phonetic Alphabet English



July 5, 2023

List of Spanish Letters and Words Quoted on IVR Message

- A Armadillo
- B Biblioteca
- C Carcajada
- D- Decidir
- E Elefante
- F Falsificar
- G Gigante
- H Hechizo
- I Iniciar
- J Julio
- K- Karin
- L Labial
- M Mama
- N- Niño
- O Ojo
- P- Papa
- Q Queso
- R Ropa
- S Sonreír
- T Tetera
- U Uva
- V Valencia
- W- Wifi
- X- Xenas
- Y- Yo-yo
- Z Zarzamora



510 S. Vermont Avenue, Los Angeles, California 90020 (213) 351-5602 AMERICA'S BEST LARGE EMPLOYERS

HILDA L. SOLIS First District HOLLY J. MITCHELL Second District LINDSEY P. HORVATH Third District JANICE HAHN

> Fourth District KATHRYN BARGER Fifth District

Board of Supervisors

Forbes 2022

BRANDON T. NICHOLS Director

November 14, 2023

- To: Dana Conde, Contract Manager Phamatech, Inc. 15175 Innovation Drive San Diego, CA 92128 dconde@phamatech.com
- From: Jennifer Hottenroth, Division Chief Health Management Services Division

CHANGE NOTICE NUMBER 9

UPDATED LISTING OF COLLECTION SITES

The purpose of this Change Notice Number Nine is to replace Exhibit A-7e, Listing of Collection Sites with Exhibit A-7f, as attached to this Change Notice.

In accordance with the Urine Sample Collection for Drug and Alcohol Testing Services Contract Number 082021, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendments, a Change Notice shall be prepared by County, and executed by Contractor and County Program Manager or designee.

Please acknowledge the receipt of this Change Notice by return signature. Please email a signed copy of this Change Notice to Contract Analyst, Tanya Gharibian at <u>gharit@dcfs.lacounty.gov</u>.

If you have any questions regarding this Change Notice, please contact your respective Program Manager. Thank you.

Dana M Conde

05-30-2023

Contractor's Authorized Signer (Print Name and Sign)

Date

c: Contracts Administration Division Health Management Services Division

"To Enrich Lives Through Effective and Caring Service"

Listing of Collection Sites

Use additional sheets as necessary. Monday – Friday

Updated: 11/01/2023

Collectio n Site #	Service Planning Area 1	
1	(Circle Zip Code) Lancaster 93535 93534 93536 93532	Name: New Directions Address: 1331 W AVE J STE 206 Lancaster, CA 93534 Contact: Virginia Richie Phone#: 661-802-7167 Fax#: 661-802-4961 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON_TUE_WED_THU_FRI MON_TUE_WED_THU_FRI
2	(Circle Zip Code) Palmdale 93543 93550 93551 93552 93510 93591 93544	Name: <u>Two Lifestyles</u> Address: <u>1224 E AVE. S # C, Palmdale, CA 93550</u> Contact: <u>Latoyia</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM - 7 PM</u> <u>MON_TUE_WED_THU_FRI</u>

Collectio n Site #	Service Planning Area 2		
3	(Circle Zip Code) Santa Clarita 91342 91343 <mark>91321</mark> 91351 91387	Name: NCADD Santa Clarita Address: 24460 Lyons AVE, Santa Clarita, CA 91321 Contact: Bob Dorris Phone#: 661-253-9400 Fax#: 661-253-9403 Days of Operation: MONTUEWED_THU_FRI_ Hours of Operation: MON-FRI 10AM - 7_PM MONTUEWED_THU_FRI MON_TUE_WED_THU_FRI	
4	(Circle Zip Code) Van Nuys 91331 91402 <mark>91405</mark> 91605.	Name: Driver Safety School/Family Harmony Address: 6740 Kester AVE #206, Van Nuys, CA 91405 Contact: Joanne/ Niellie Phone#: 818-787-7878 Fax#: 818-787-4076 Days of Operation: MONTUEWED_THU_FRI Hours of Operation: MON-FRI_8_AM - 7_PM MONTUEWED_THU_FRI	

5	(Circle Zip Code) West San Fernando Valley 91303 91304 91324 91325 91335 91406 91306 91340	Name: California Diversion Program Address: 21054 Sherman Way #205, Canoga Park, CA 91303 Contact: Contact: Amanda Valdez Phone#: 818-716-0188 Fax#: 818-716-1560 Days of Operation: MON
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Collectio n Site #	Service Planning Area 3			
6	(Circle Zip Code) Pasadena 90032 91101 90042 90065 90041 91202 91008 91208 Additional zip code previously approved by DCFS: 91001	Name: <u>Altadena Recovery Center</u> Address: <u>3025 N. Lincoln Ave.,</u> <u>Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 8_AM - 7_PM</u> <u>MON_TUE_WED_THU_FRI</u>		
7	(Circle Zip Code) El Monte 91732 91733 91734 91745 <mark>91731</mark>	Name: <u>Clinica Medica General</u> Address: <u>11001 Main St, 3rd floor, STE 301,</u> <u>El Monte, CA 91731</u> Contact: <u>Dr. Hargrove Brown</u> Phone#: <u>626-443-4300</u> Fax#: <u>626-443-9646</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI 9_AM -4:30_PM</u> <u>MON_TUE_WED_THU_FRI</u>		
8	(Circle Zip Code) Pomona 91766 91767 91765 <mark>91768</mark> 91711 91750 91773	Name: <u>NCADD Pomona</u> Address: <u>656 N Park AVE, Pomona, CA 91768</u> Contact: <u>Bethany Ineson</u> Phone#: <u>909-629-4084</u> Fax#: <u>909-626-4086</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-FRI_9:00_AM - 6_PM;</u> <u>MON_TUE_WED_THU_FRI</u>		
9	(Circle Zip Code) Glendora 91702 <mark>91724</mark> 91748 91722 91723 91790 91791 91792	Name: <u>NCADD Covina</u> Address: <u>4626 N. Grand Ave.,</u> <u>Covina, CA 91724</u> Contact: <u>Bethany Ineson</u> Phone#: <u>626-331-5316</u> Fax#: <u>626-332-2219</u> Days of Operation: <u>MON_TUE_WED_THU_FRI</u> Hours of Operation: <u>MON-THUR_8:00_AM - 7_PM</u> <u>FRI 8:00_AM - 5:30_PM</u> <u>MON_TUE_WED_THU_FRI</u>		

Collectio n Site #	Service Planning Area 4		
10	(Circle Zip Code) Metro North <u>90057</u> 90006 90031 90026	Name: Clinica Medica – Los Angeles Address: 2208 W. 7 th St., Los Angeles,90057 Contact: Contact: Dr. Hargrove Brown Phone#: 213-384-3434 Fax#:	

Collectio n Site #	Service Planning Area 5		
11	(Circle Zip Code) West Los Angeles 90019 90291 <u>90230</u> 90232 90402	90405	Name: Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, STE 207 Culver City, CA 90230

Collectio n Site #	5	Service Planning Area 6		
12	(Circle Zip Code) Wateridge North 90016 90011 90057 90047 Hours previously approved by DCFS	Name: Clinica Medica – Los Angeles Address: 2208 W. 7 th St., Los Angeles,90057 Contact: Dr. Hargrove Brown Phone#: 213-384-3434 Fax#:		

13	(Circle Zip Code) Wateridge South 90002 90018 90062 90037 90008	Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Fax#: 323-564-5970 Days of Operation: MONTUEWED_THU_FRI Hours of Operation: MON_FRI_8_AM - 7_PM MONTUE_WED_THU_FRI Name: Name: Canon Human Services Address: 5320 South Broadway, Los Angeles CA 90037 Contact: Watasha Huff Phone#: 323-325-7510
14	(Circle Zip Code) Compton 90222 90059 90262 90021	Name: WLCAC Family Source Center Address: 1212 E 108 th ST, Los Angeles, CA 90059 Contact: Sheila Phone#: 323-357-6262 Fax#: 323-987-0969 Days of Operation: MON MON THU Hours of Operation: MON-FRI_8 MON TUE WED THU
15	Vermont Corridor <mark>90003</mark> 90044 90001	Name: Rebuild California Alliance Address: 7656 S Avalon BLVD, Los Angeles, CA 90003 Contact: Rider Paysinger Phone#: 323-352-6199 Fax#: 323-252-6199 Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON_FRI_9_AM6_PM MONTUEWEDTHUFRI

Collectio n Site #	Service Planning Area 7				
16	Belvedere	(Circle Zip 90022 90640 90040 90270	Code) 90201 90660 90058	<mark>90255</mark> 90023 90063	Name: Mela Counseling Services Address: 5723 Whittier Blvd., Los Angeles, CA 90022 Contact: Laura Vargas Phone#: 323-721-6855 Fax#: 323-721-8631 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON-FRI_8_AM5_PM(covid hrs.) MON_TUE_WED_THU_FRI 8

(Circle Zip Code) Santa Fe Springs 90280 90670 17	Name: LACADA Address: 11015 Bloomfield AVE Santa Fe Springs, CA 90670 Contact: Rachel Carrillo Phone#: 562-906-2676 Fax#: 562-906-2681 Days of Operation: MON_TUE_WED_THU_FRI Hours of Operation: MON-THU_9_AM_6_PM (covid hrs.) MON_TUE_WED_THU_FRI 9-5 PM (covid hrs.)
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Collectio n Site #	Service Planning Area 8			
18	(Circle Zip Code) South County <u>90805</u> 90813 90731 90744	Name: Tarzana Treatment Center Address: 5190 Atlantic Ave., Long Beach, CA 90805 Contact: Gabriel Ramirez Phone#: 562-428-4111 Fax#:		
19	Avalon, Catalina Island <mark>90704</mark>	Name: Catalina Island Medical Center Address: 100 Falls Canyon RD, Avalon, CA 90704 Contact: Lyra Garrido Phone#: 310-510-0700 Fax#: 310-510-2938 Days of Operation: MON MON TUE WED THU FRI MON TUE MON TUE MON TUE MON TUE MON TUE THU FRI		
20	(Circle Zip Code) Torrance 90250 90501 Additional Zip Code approved by DCFS: 90301; 90504	Name_West Health Medical Group Address: 1035 S Prairie AVE #1, Inglewood, CA 90301 Contact: James Phone#: 310-672-6500 Fax#: 310-672-6781 Days of Operation: MONTUEWEDTHUFRI Hours of Operation: MON-FRI & AM7 PM MONTUE_WED_THU_FRI Name_Fastest Labs Address: 18156 Crenshaw Blvd., Torrance, CA 90504 Contact: Bill Coffey Phone#: 424-433-5553 Fax#: 424-433-5574 Days of Operation: MONTUEWEDTHU_FRI Hours of Operation: MON-FRI 9 AM5 PM MONTUE_WED_THU_FRI		

Collectio n Site #	Service Planning Area 1		
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 (Circle One Zip Code)	Name: <u>Two Lifestyles</u> Address: 1224 East AVE, # C, Palmdale, CA 93550 Contact: <u>Bobby Hampton</u> Phone#: <u>661-402-3076</u> Fax#: <u>661-402-3075</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9AM - 1 PM</u> SAT Name: New Directions <u>Address:</u> Address: <u>131 W AVE J STE 206 Lancaster, CA 93534</u> Contact: <u>Virginia Richie</u> Phone#: <u>661-802-7167</u> Fax#: <u>661-802-4961</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9AM - 1 PM</u> SAT <u>SAT</u>	

Collectio n Site #	Service Planning Area 2	
2	91342 or 91402 or <mark>91405</mark> or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: Driver Safety School/Family Harmony Address: 6740 Kester AVE, # 206, Van Nuys, CA 91405 Contact: Joanne/ Niellie Phone#: 818-787-7878 Fax#: 818-787-4076 Days of Operation: SAT Hours of Operation: 9 AM - 1 PM SAT

Collectio n 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	Name: <u>Altadena Recovery</u> Address: <u>3205 N Lincoln AVE, Altadena, CA 91001</u> Contact: <u>Shirley Bennett</u> Phone#: <u>626-765-6905</u> Fax#: <u>626-765-6617</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9 AM - 1_PM</u>	

(Circle One Zip Code)	SAT_	

Collectio n Site #	S	Service Planning Area 4	
4	<mark>90057</mark> or 90006 or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: <u>Clinica Medica- Los Angeles</u> Address: <u>2208 W. 7th St. Los Angeles, 90057</u> Contact: <u>Dr. Hargrove Brown</u> Phone#: <u>213-384-3434</u> Fax#: Days of Operation: <u>SAT</u> Hours of Operation: <u>9_AM - 1PM</u> <u>SAT</u>	

Collectio n Site #	Service Planning Area 5		
5	90019 or 90066 or 90291 or <mark>90230</mark> or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: Driver Safety School/Family Harmony Address: 3961 Sepulveda BLVD, # 207 Culver City, CA 90230 Contact: Contact: Joanne/Sophia Phone#: 310-837-1818 Fax#: 310-837-4473 Days of Operation: SAT	

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 Name: Shields Place of Family Address: 9307 S Central AVE, Los Angeles, CA 90002 Contact: Janet/Theresa Phone#: 323-564-6982 Participation Days of Operation: SAT Hours of Operation: SAT 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 Circle One Zip Code)	Name: Mela Counseling Services Address: 5723 Whittier BLVD, Los Angeles, CA 90022 Contact: Kathy Salazar Phone#: 323-721-6855 Fax#: 323-721-8631 Days of Operation: SAT Hours of Operation: 9_AM - 1_PM SAT	

Collectio n Site #	Service Planning Area 8	
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: <mark>90301</mark>	Name: <u>West Health Medical Group</u> Address: <u>1035 S Prairie #1, Inglewood, CA 90301</u> Contact: <u>James</u> Phone#: <u>310-672-6500</u> Fax#: <u>310-672-6781</u> Days of Operation: <u>SAT</u> Hours of Operation: <u>9_AM - 1_PM</u> SAT