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Director

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County of Los Angeles  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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Board of Supervisors  
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Fifth District

June 04, 2019

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENT NUMBER THREE FOR URINE SAMPLE  
COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES WITH PACIFIC TOXICOLOGY  
LABORATORIES, INC.  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) seeks to amend Contract Number 130013 with Pacific Toxicology Laboratories, Inc. for Urine Sample Collection for Drugs and Alcohol Testing Services in order to extend the contract for up to 12 months effective July 1, 2019 through June 30, 2020. The cost of the amendment to extend this contract for 12 months is \$2,092,000. DCFS also requests delegated authority to execute amendments in ten percent (10%) increments of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or his designee, to execute an amendment substantially similar to the attached Amendment Number Three (Attachment A) to the Urine Sample Collection for Drug and Alcohol Testing Services, Contract Number 130013, to extend the term of the contract for up to 12 months effective July 1, 2019 through June 30, 2020. The total cost to extend this contract for one year is \$2,092,000 financed using 36 percent Federal Title IV-E funds, 33 percent State, and 31 percent net County cost (NCC). Funding is included in the Department's Fiscal Year (FY) 2019-20 Recommended Budget.
2. Delegate authority to the Director of DCFS, or his designee, to execute amendments to change contract terms and conditions, if necessary, to accommodate unanticipated changes in service and

increase or decrease the maximum annual contract sum in ten percent (10%) increments of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided that; (a) sufficient funding is available; (b) prior County Counsel approval is obtained; and (c) the Director of DCFS, or his designee, notifies your Board and the CEO in writing within ten working days of the execution.

3. Delegate authority to the Director of DCFS, or his designee, to terminate the Contract for Contractor's Default or Convenience, in the instance when DCFS completes the contract solicitation and executes a new contract for this service, after County Counsel approval, and instruct DCFS to notify the Board and the CEO, in writing, within ten workdays of execution of the termination.

4. Delegate authority to the Director of DCFS, or his designee, to further extend the term of the contract as needed for up to twelve months in accordance with time limits dictated by CDSS in order to allow additional time to complete the solicitation and protest process, by written notice to the Contractor provided that: (a) sufficient funding is available; (b) prior County Counsel approval is obtained; and (c) the Director of DCFS, or his designee, notifies your Board and the CEO in writing within ten working days of the extension.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Drug testing is a critical tool to ensure the safety and well-being of children in homes where there has been a history of substance abuse. Drug testing is frequently ordered by the juvenile court as a component of a family reunification plan. The County's current contract with Pacific Toxicology for these services will expire on June 30, 2019. The recommended action to extend the contract for up to twelve months will ensure uninterrupted services while completing a competitive solicitation for a new contract.

DCFS conducted an Invitation for Bids (IFB) solicitation for a new Urine Sample Collection for Drug and Alcohol Testing Services contract to be effective July 1, 2019. After the opening of the bids one of the bidders initiated the County's protest process. The extension of the contract term will allow sufficient time to complete the solicitation process, including all available protests, and return to the Board with a new contract recommendation.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 1, Make Investments that Transform Lives: Implement evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract sum for the full twelve month extension will be \$2,092,000. The contracts costs will be funded by 36 percent Federal funds, 33 percent State funds, and 31 percent Net County Cost. Sufficient funding is included in the Department's Fiscal Year (FY) 2019-20 Recommended Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 17, 2015, the Board approved a contract with Pacific Toxicology Laboratories, Inc. to perform Urine Sample Collection for Drug and Alcohol Testing Services.

The contract is authorized under California Department of Social Services (CDSS), Manual of Policies and Procedures Section 23-601. The amendment complies with applicable CDSS Contracting Policy regulations, 23-604.4.41, and 23-604.4.42.

Pacific Toxicology complies with all Federal, State, County, and Board requirements, and no provision for automatic cost of living increases is included in this contract.

The contract includes language stipulating the County has no obligation to pay for expenditures beyond the contract amount.

Further, Pacific Toxicology will not be asked to perform services that exceed the contract amount, scope of work or contract effective dates.

### **CONTRACTING PROCESS**

Contract Number 130013 with Pacific Toxicology Laboratories, Inc. for urine sample collection and drugs and alcohol testing services was procured through an Invitation for Bids and approved by your Board on November 17, 2015. On March 14, 2019, DCFS submitted a request to CDSS for approval to extend the Urine Sample Collection for Drugs and Alcohol Testing Services Contract. Pending CDSS approval, DCFS will extend the Contract for up to twelve months from July 1, 2019 through June 30, 2020.

### **CONTRACTOR PERFORMANCE**

The contractor has met performance standards as outlined in the current contract and has been determined to be a responsive and responsible contractor by the County's Program Manager. No money is owed to the County by the Contractor.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed recommendation will allow the County continual use of urine sample collection and testing services to assess drug and alcohol use by parents and primary caregivers of children brought to the attention of DCFS. Also, the continual use of information technology which eliminates transmission of referrals and requests for testing via facsimile, the ability for DCFS clients to test at any of the contractor's collection sites, and the immediate access to test results by each assigned DCFS caseworker and their supervisor. Urine Sample Collection for Drug and Alcohol Testing Services provides for the safety of the children in their homes.

### **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Children and Family Services.

The Honorable Board of Supervisors

6/4/2019

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Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Bobby D. Cagle", with a long horizontal flourish extending to the right.

BOBBY D. CAGLE

Director

BDC:KR LTI:EO:sh

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



**AMENDMENT NUMBER THREE**

**TO**

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

**CONTRACT NUMBER 130013**

**WITH**

**PACIFIC TOXICOLOGY LABORATORIES, INC.**

**June 2019**

**AMENDMENT NUMBER THREE  
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES  
CONTRACT NUMBER 130013**

This Amendment Number Three ("Amendment") to Urine Sample Collection for Drug and Alcohol Testing Services Contract, ("Contract") is made and entered into by and between the County of Los Angeles, ("COUNTY"), and Pacific Toxicology Laboratories, Inc. ("CONTRACTOR"), this \_\_\_\_ day of \_\_\_\_\_, 2019.

**WHEREAS**, the purpose of this Amendment is to extend the term of the contract for an additional 12 months effective July 1, 2019 through June 30, 2020; and

**WHEREAS**, this Amendment includes the required updated contract provisions; and

**WHEREAS**, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 7.0, CHANGES AND AMENDMENTS, subsection 7.2 of Contract Number 130013; and

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

1. Part I, Unique Terms and Conditions, Section 2.0 Term, Sub-section 2.1.1 is added as follows:
  - 2.1.1 The contract term is extended for up to one year, effective July 1, 2019 through June 30, 2020.
2. Part I, Unique Terms and Conditions, Section 3.0 Contract Sum, Sub-section 3.1.3 is added as follows:
  - 3.1.3 The Contract Sum for this Amendment Number Three is Two Million Ninety Two Thousand Dollars (\$2,092,000) for contract term July 1, 2019 through June 30, 2020.
3. Part II, Standard Terms and Conditions, Section 4.0 Assignment and Delegation is deleted in its entirety and replaced as follows:
  - 4.0 Assignment and Delegation
    - 4.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 4.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 4.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 4.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

4. Part II, Standard Terms and Conditions, Section 16.0 Consideration of Hiring Gain/Grow Participants is deleted in its entirety and replaced as follows:

16.0 Consideration of Hiring Gain-Grow Participants

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

[GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and  
[BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer  
qualified GAIN/GROW job candidates.

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

5. Part II, Standard Terms and Conditions, Section 65.0 Default Method of Payment: Direct Deposit or Electronic Funds Transfer added as follows:

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

65.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

65.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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



6. Part II, Standard Terms and Conditions, Section 66.0 Compliance with Fair Chance Employment Practices added as follows:

66.0 Compliance with Fair Chance Employment Practices

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

7. Part II, Standard Terms and Conditions, Section 67.0 Compliance with the County Policy of Equity added as follows:

67.0 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

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

**AMENDMENT NUMBER THREE  
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES  
CONTRACT NUMBER 130013**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month, and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

Pacific Toxicology Laboratories, Inc.  
Name of Agency

By: \_\_\_\_\_  
BOBBY D. CAGLE, DIRECTOR  
Department of Children and  
Family Services

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

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

Title \_\_\_\_\_

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

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

Title \_\_\_\_\_

95-3926170  
Tax Identification Number

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

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

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

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

**BIDDER/CONTRACTOR CERTIFICATION**

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

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

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

Print Name:	Title:
Signature:	Date: