County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 2, 2008

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:

APPROVAL OF A CONTRACT TO PROVIDE FORENSIC TOXICOLOGY SERVICES FOR THE COUNTY OF LOS ANGELES (ALL SUPERVISORIAL DISTRICTS, 3 VOTES)

SUBJECT

The County of Los Angeles Chief Executive Office is requesting that your Board approve a contract with Forensic Toxicology Associates (FTA) to provide forensic toxicology services for the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached contract with FTA for the provision of forensic toxicology services involving drug and alcohol-related cases in the County of Los Angeles, for the period to commence December 12, 2008 through December 11, 2009, in an estimated amount of $385,000.

2. Instruct the Chair, Board of Supervisors, to sign the attached contract.

3. Delegate authority to the Chief Executive Officer to execute modifications to the contract to extend the term for up to four additional 12-month periods, in an annual estimated amount of $385,000 for each term, upon approval as to form by County Counsel.

4. Delegate authority to the Chief Executive Officer to execute modifications to the contract not exceeding ten percent of the total contract cost and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to provide forensic toxicology services for the County of Los Angeles. Under the Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233, the County of Los Angeles is responsible for the indigent defense program. Indigent defendants are entitled to have defense counsel appointed to represent them in criminal cases. Concomitant to the right of counsel, defendants are entitled to the services of an expert necessary to the preparation of their case. Compensation for such services is paid out of the Treasury of the County of Los Angeles on order of the Superior Court of California (Court). The need for laboratory services arises in the following type of cases, including but not limited to violations of: (1) Health and Safety Code Section 11550, persons charged with being under the influence of controlled substances; (2) Vehicle Code sections dealing with driving while under the influence of alcohol and/or drugs; (3) Health and Safety Code sections dealing with the possession of controlled substances; (4) Penal Code Section 647F, dealing with being under the influence of alcohol and/or drugs; and, (5) Business and Profession Code sections, dealing with being under the influence of alcohol and/or drugs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended Board action is consistent with the Countywide Strategic Plan Goal No. 1: Service Excellence (Strategy No. 1) - Implementation of the recommendations will allow the County to continue providing services to indigent defendants who are entitled to have defense counsel appointed to represent them in criminal cases, along with services needed to prepare for their defense; Goal No. 4: Fiscal Responsibility (Strategy No. 2) - This new contract provides for a single vendor to serve all court locations at fixed reimbursement rates that are consistent with the funding level included in the Fiscal Year (FY) 2008-09 Proposed Budget of Trial Court Operations; Goal No. 3: Organizational Effectiveness (Strategy No. 1) - Implementation of Strategic Management Processes.

FISCAL IMPACT/FINANCING:

The proposed contract sum for a one-year term is estimated at $385,000, and the contract allows for actual compensation based on the number of samples tested. No cost will be incurred by the County for tests performed if the initial test result is inaccurate.
Adequate funds are provided in the FY 2008-09 Trial Court Operations Final Budget to finance the contract payments. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 1988, the Auditor-Controller recommended that the County establish a contract with a laboratory to provide court-appointed drug and alcohol testing services for the courts. This service has been continuously contracted since 1988 with FTA being the current provider when it was awarded the contract for a period of one year with four one-year extensions through a comprehensive Request for Proposals (RFP) process that was conducted in 2003. The final extension for this contract is set to expire on December 11, 2008.

The services provided in this contract are of an extraordinary, professional, and technical nature and will be provided on an as needed, intermittent basis for all court locations within the County of Los Angeles.

FTA will be responsible for picking up urine and blood samples or other objects (pills, cigarette, etc.) from the arresting authority, obtaining fresh urine samples from defendants in lock-up facilities in the various courts in the County of Los Angeles, testing all samples for drugs and/or alcohol, storing the tested samples for the specified period of time, maintaining confidentiality, preparing and delivering written reports of the results of the test within a specified period of time to the defense counsel, and providing expert court testimony when necessary.

Language in the contract allows the County to monitor FTA's performance and includes penalties for non-performance.

In accordance with Los Angeles County Code Chapter 2.204, Local Small Business Enterprise Preference Program, this solicitation provided appropriate notice of availability of the preference. The recommended contractor stated it was a Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of the proposal submission. Therefore, SBE preference was utilized in the evaluation of the sole proposal.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. FTA agrees to give first consideration to hire permanent County employees targeted for layoff or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract.

In accordance with the Chief Executive Office memorandum dated October 6, 1997, the contract contains County requirements regarding the hiring of participants in the Greater Avenues to Independence (GAIN) Program.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, the contract contains County requirements regarding contractor non-responsibility and debarment.

The contract is non-Prop A. Consequently, there are no employee relations issues and the contract will not result in a reduction of County services.

The County evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The County will not request the contractor to perform services, which exceed the Board approved contract amount, scope of work, and/or contract dates.

In accordance with the Employee Jury Service Program, the contract contains County requirements regarding the provision of paid jury service time for their employees.

In accordance with the Chief Executive Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

This Board letter and contract were reviewed by County Counsel and the contract was approved to form.

CONTRACTING PROCESS:

To solicit for the services, an RFP process was conducted. Through the solicitation and competitive negotiation process, advertisements were placed in the Los Angeles Times, HOY, the Los Angeles Daily News, and the County's Office of Small Business web site. As a result, one potential provider attended the mandatory bidder's conference, and one proposal was received.

The proposal was reviewed using an initial screening "pass/fail" process to determine if the proposal met the minimum requirements. The initial screening was consistent with the selection process and evaluation criteria set forth in the RFP. The proposal submitted by FTA was objectively evaluated on the strengths and weaknesses of critical categories to the services to be provided and consistent with the factors identified in the RFP.

FTA is being recommended because their proposal was responsive and deemed beneficial to the County based on their planned level of service and capability.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will fulfill the County's obligation under AB 233 to provide indigent defendants with expert services necessary to prepare for their cases.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors forward a copy of the executed contract to the following:

1. Chief Executive Office
   500 West Temple Street, Room 754
   Los Angeles, California 90012
   Attention: Dennis Conte

2. ForensicToxicologyAssociates, Inc.
   9348 De Soto Avenue
   Chatsworth, California 91311
   Attention: Greg Carroll, Chief Financial Officer

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
JW:DC:cc

Attachment

c: Executive Officer, Board of Supervisors
   County Counsel
   Alternate Public Defender
   Auditor-Controller
   Public Defender
   Superior Court

CONTRACT WITH

FORENSIC TOXICOLOGY ASSOCIATES

TO PROVIDE FORENSIC

TOXICOLOGY SERVICES FOR

THE COUNTY OF LOS ANGELES

December 12, 2008-December 11, 2009

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CONTRACT TO PROVIDE
FORENSIC TOXICOLOGY SERVICES
FOR THE COUNTY OF LOS ANGELES

The following are sample terms and conditions included in County Service Contracts:

This contract is made and entered into this 2nd day of, December 2008, by and between:

COUNTY OF LOS ANGELES, a body Corporate and Politic hereinafter referred to as "COUNTY"

And

FORENSIC TOXICOLOGY ASSOCIATES
9348 De Soto Avenue
Chatsworth, CA 91311
Hereinafter referred to as "CONTRACTOR"

76858

WITNESSETH

WHEREAS, the COUNTY has a need for the services of an agency to provide forensic toxicology services; and

WHEREAS, the County of Los Angeles is authorized under California Code Section 31000; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrant that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

INTRODUCTION

This document is a contract to provide forensic toxicology services. Under the Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 the County of Los Angeles is responsible for the indigent defense program. Indigent defendants are entitled to have defense counsel appointed to represent them in criminal cases. Concomitant to the right of counsel, defendants are entitled to the services of an expert necessary to the preparation of their case. Compensation for such services is paid out of the Treasury of the County of Los Angeles on order of the Superior Court of California (herinafter referred to as "COURT"). The need for laboratory services arises in the following type of cases, including but not limited to violations of:

18.0 Health and Safety Code, Section 11550. Persons are charged with being under the influence of controlled substances, i.e. drugs such as PCP, heroin, amphetamines, etc.

19.0 Vehicle Code, Sections dealing with driving while under the influence of alcohol and/or drugs.

20.0 Health and Safety Code, Sections dealing with possession of controlled substances.

21.0 Penal Code, Section 647F, Sections dealing with being under the influence of alcohol, and or drugs.

22.0 Business and Profession Code, Sections dealing with being under the influence of alcohol, and or drugs.

CONTRACTOR shall be responsible for picking up urine and blood samples or other objects (pills, cigarette, etc.) from the arresting authority, obtaining fresh urine samples from defendants in lock-up facilities in the various courts in the County of Los Angeles for COURT, testing all samples for drugs and/or alcohol, storing the tested samples for the specified period of time, maintaining confidentiality, preparing and delivering written reports of the results of the test within a specified period of time to the defense counsel, and providing expert court testimony when necessary.

PERFORMANCE WORK STATEMENT

1.0 GENERAL

1.1 Scope of Work

The CONTRACTOR(s) will be responsible for picking up urine and blood samples or other objects (pills, cigarette, etc.) from the arresting authority, obtaining fresh urine samples from defendants in lock-up facilities in the various courts in the County of Los Angeles, testing all samples for drugs and/or alcohol, storing the tested samples for the specified period of time, maintaining confidentiality, preparing and delivering written reports of the results of the test within a specified period of time to the defense counsel; and, providing expert court testimony when necessary.

2.0 SPECIFIC TASKS

The CONTRACTOR shall provide the following:

2.1 CONTRACTOR(s) shall furnish court ordered forensic toxicology services for indigent defendants and their defense counsel. Specific services to be provided are as follows:

2.1.1 Court Order

The services of a laboratory are initiated by the issuance of a Court Order appointing the laboratory to a case. The Court Order will instruct the CONTRACTOR to obtain a fresh sample from the defendant and/or a split sample from the law enforcement agency and instruct the laboratory to analyze the sample to detect the presence of drugs/controlled-substances and/or alcohol. With respect to Court Orders for fresh samples, the CONTRACTOR and Site Judge at each location will develop procedures by which the court order will be provided and when the sample will be taken.

2.1.2 Fresh Samples

2.1.2.1 CONTRACTOR shall send a representative to the Airport, Alhambra, Bauchet, Bellflower, Beverly Hills, Burbank, Compton, CSF Criminal Justice Center, Downey, East Los Angeles, El Monte, Glendale, Hollywood, Inglewood, Lancaster, Long Beach, Malibu, Metropolitan, Norwalk, Pasadena, Pomona, San Fernando, Santa Clarita, Santa Monica, Torrance, Van Nuys, West Covina, Whittier, Eastlake Juvenile Justice Center, Kenyon Juvenile Justice Center, Los Padrinos

Juvenile, and Sylmar Juvenile Branch Courts when called. COUNTY reserves the right to add/remove court sites, as necessary, based upon the needs of the COUNTY.

2.1.2.2 The CONTRACTOR representative shall arrive at the Court between 3:00 p.m. and 3:30 p.m. and remain at the Court each day until all orders for that day have been collected and samples have been taken but not later than 6:30 p.m. This does not include night court. In the event the CONTRACTOR representative is unable to obtain a urine sample from the defendant, the CONTRACTOR shall indicate on the Court Order the reason it was unable to obtain a sample and immediately return the Court Order to the defense attorney. The CONTRACTOR will not charge for these non-pickup cases. If the CONTRACTOR representative does not obtain a sample on a particular day, the CONTRACTOR may propose a minimum charge for the time and effort expended in sending a representative to the Court on that day. The minimum charge shall be a reasonable amount that is mutually agreed upon between the COUNTY and the CONTRACTOR. The minimum charge shall be the sole compensation that the CONTRACTOR shall be entitled to when the CONTRACTOR representative does not obtain a sample on a particular day. The CONTRACTOR shall be aware of rather wide fluctuations up and down the scale in both daily and monthly sample submittals.

During the period July 2007 through June 2008, the COUNTY paid for analyses of 39 fresh samples ordered from various court locations throughout Los Angeles County.

2.1.3 Split Samples

CONTRACTOR will receive Court Orders from appointed defense counsel requiring a split sample. CONTRACTOR shall service the Orders for split sample at the appropriate law enforcement agency's criminalistic laboratory within two (2) business days of its receipt. The CONTRACTOR shall pick-up and test the split samples. The CONTRACTOR must provide personnel to witness splitting of evidence specimens at the appropriate laboratory, when requested. CONTRACTOR may propose a minimum handling charge in the event it is not able to obtain split sample from the arresting authority. The minimum handling charge shall be a reasonable amount that is mutually agreed. upon between the COUNTY and CONTRACTOR. The minimum handling charge shall be the sole compensation that the CONTRACTOR shall be entitled to when the CONTRACTOR is unable to obtain a split sample from the arresting authority.

During the period July 2007 through June 2008, the COUNTY paid for analyses of 979 split samples ordered from various court locations throughout Los Angeles County.

2.1.4 Urine Samples Obtained by Defense Counsel

CONTRACTOR will receive requests from appointed defense counsel to analyze urine specimens obtained from defendants by defense counsel at the various COURT locations listed in Attachment B. CONTRACTOR shall send a messenger to the appointed defense counsel's office within one (1) business day of the request to pick up the urine specimen(s). CONTRACTOR shall make available to the defense counsel the necessary supplies (i.e., vials with minimum capacity of ninety (90) milliliters, sealing tape, identification labels and chain of custody checklist) to enable counsel to obtain urine samples and to initial procedures to assure sample integrity and identity.

2.1.5 Quality and Type of Testing Service

2.1.5.1 Drug Screening and/or Testing

CONTRACTOR shall provide drug screening at the level of Detection for the various drugs listed in Attachment P in accordance with the Court Order. The CONTRACTOR shall use a screening method equivalent to the method used by law enforcement. Specimens screened positive for a drug or group of drugs shall be automatically confirmed and specifically identified by an analytical

method. Testing protocol must be designed to detect drug use as opposed to simply the presence or absence of a parent drug. CONTRACTOR must be registered with the Federal Drug Enforcement Agency for handling all schedules of controlled substances.

2.1.5.2 Alcohol Analysis

2.1.5.2.1 CONTRACTOR must have a current State of California Forensic Alcohol Laboratory License and all alcohol analysis must be performed by a State Certified Forensic Alcohol Analyst.

2.1.5.2.2 Methods of alcohol analysis shall meet the following standards of performance:

a) The method shall be capable of the analysis of a reference sample known alcohol concentration within accuracy and precision limits of plus or minus five percent (±5%) of the value; these limits shall be applied to alcohol concentrations which are 0.08 grams per 100 milliliters or higher.

b) The method shall be capable of the analysis of ethyl alcohol with a specificity which is adequate and equal to that of traffic law enforcement.

c) The method should be free from interference from anticoagulants and preservatives added to the sample.

d) The method shall give a test result which is always less than 0.01 grams of alcohol per 100 milliliters of blood when subjects free from alcohol are tested.

e) All instruments used for alcohol analysis shall be in good working order and routinely checked for accuracy and precision.

2.1.5.2.3 Analytical results shall be expressed according to the following provisions:

a) All analytical results shall be expressed in terms of the alcohol concentration in blood, based on the number of grams of alcohol per 100 milliliters of blood. The symbols, "grams %", "%", and "% *(WN)"* are acceptable abbreviations of the phrase, grams per 100 milliliters of liquid

b) Analytical results shall be reported to the second decimal place, deleting the digit in the third decimal place when it is present.

c) Blood alcohol concentrations less than 0.01% may be reported as negative.

d) A urine alcohol concentration shall be converted to an equivalent blood alcohol concentration by a calculation based on the following relationship; the amount of alcohol in 1.3 milliliters of blood is equivalent to the amount of alcohol in 1 milliliter of urine.

2.1.5.3 Miscellaneous Testing

Occasionally, CONTRACTOR will receive court orders requesting the following analyses:

2.1.5.3.1 Quantitative analysis of blood or urine for all drugs.

2.1.5.3.2 Blood typing; comparison, including ABO and isoenzyme analysis on defendant's fresh blood and preserved evidence samples. Laboratory must provide personnel to witness, collect, and transfer fresh blood samples from defendant.

2.1.5.3.3 Analysis of objects to determine the presence/quantity of controlled substances.

2.1.5.4 Quality Control

The laboratory shall maintain 100% accuracy for each drug on Exhibit 18.9. CONTRACTOR shall maintain an ongoing in-house quality control program sufficiently extensive to provide evidence of this accuracy on a daily basis. Such quality control procedures shall include, but not be limited to:

2.1.5.4.1 Methods of determination of accuracy;

2.1.5.4.2 Methods of determining reproducibility;

2.1.5.4.3 Publication of detailed procedure manuals for tests performed in laboratory; and

2.1.5.4.3 Periodic publication of normal ranges.

Laboratory must maintain complete and accurate notes as to all tests performed on evidence samples, including dates, analyst, types of tests, sensitivities, controls run, interpretation, etc.

2.1.6 Reporting Procedures and Standards

The CONTRACTOR shall submit a standardized written report to the subject's defense attorney on all samples obtained as a result of a Court Order. The report in the instance of a drug screening shall be in terms of positive (+) or negative (-) for each sample obtained. The report in the instance of blood/alcohol ratio shall be in terms of percent (%), by weight, of alcohol in the subject's blood. Percent, by weight, of alcohol shall be based upon grams of alcohol. per 100 milliliters of blood. All analytical results shall be reported in terms of generic or chemical name of any drug found to be present.

All test results shall be made by mail, postmarked within seventy-two (72) hours of pickup of samples by the CONTRACTOR'S representative, excluding Saturdays, Sundays, and holidays. The test results shall be mailed to the subject's appointed attorney. CONTRACTOR shall provide results within twenty-four (24) hours on a "rush" basis. Proposals may include a premium charge for such orders.

2.1.7 Storage of Samples

The CONTRACTOR shall save and store all samples analyzed until final disposition of the subject's case in the criminal courts or for a minimum of five (5) years. Samples shall be stored by CONTRACTOR in a manner that will assure valid, reliable results when retested.

2.1.8 Procedures for Sample Integrity

The CONTRACTOR shall establish processing procedures (including labeling, logging in, tagging, record keeping, security control) that will assure the authenticity and identity of the sample by completing a "chain of custody" checklist at each step of handling the sample; from first obtaining the sample, to analyzing the sample, and then storing the sample.

2.1.9 Consultation

The CONTRACTOR shall provide, without further charge, consultation services to defense counsel regarding said source and/or effect of a particular drug (ie., prescription, metabolism, etc.). CONTRACTOR experts must be available by telephone to discuss medical/legal implications of laboratory results with defense counsel.

Compensation for consultation provided by experts or consultants will not exceed COURTS policy on compensation of appointed experts. *Services (such* as *clerical aid) provided in conjunction with preparation of testimony will be charged at* a *separate hourly rate in accordance with CONSULTANT'S Catalog* of *Services.*

2.1.10 Retest of Samples

The CONTRACTOR shall retest samples when requested by the COURT location submitting the sample when that location has a reasonable doubt of the reliability of the original result and the retesting shall be at the expense of the CONTRACTOR if the second result differs from the original test finding.

2.2 General Requirements

2.2.1 The laboratory shall be staffed full-time with sufficient numbers of persons holding Bachelor of Science degrees, and with clinical laboratory technologists licensed by the California State Department of Public Health, as well as other laboratory and clerical personnel commensurate with the quantity of tests performed in the laboratory.

2.2.2 CONTRACTOR'S personnel must have a minimum of two (2) years in the past five (5) years experience in the area of forensic toxicology.

2.2.3 Male and Female Representatives

Male CONTRACTOR representatives shall be sent to obtain urine samples from male subjects. Female CONTRACTOR representatives shall be sent to obtain urine samples from female subjects. CONTRACTOR will be notified when a female representative is needed.

2.2.4 Court Testimony by Contractor's Representatives

If required by defense counsel, all CONTRACTOR personnel including analysts, couriers, custodians of records, etc. shall attend scheduled criminal court hearings to give testimony concerning chain of custody, handling of samples, the testing method(s) used, and reliability and results of each analyses. Such personnel shall be available for court testimony on the basis of a four (4) hour advanced call.

2.3 COUNTY Submission of Test Samples

COUNTY reserves the right to submit "salted" urine samples and blood samples, without notice, to determine the quality of analysis service provided by CONTRACTOR. COUNTY reserves the right to send limited numbers of tests within the contract period to laboratories other than the contracting laboratory.

2.4 Monthly Self-Monitoring Report

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered to COUNTY. CONTRACTOR shall forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

2.5 Court Site Locations

COURT locations where the CONTRACTOR will be required to service are listed in Attachment B. COUNTY reserves the right to add/remove court sites, as necessary, based upon the needs of the COUNTY.

2.6 CONTRACTOR shall perform to the standards in Attachment C, Performance Requirements Summary.

2.7 Provision of Transportation and Communications Expense

CONTRACTOR shall pay all postal and other forwarders' fees in connection with the contract. Long-distance telephone communications shall be provided by CONTRACTOR at no cost to the COUNTY.

2.8 Safeguards and Security Controls of Records and Samples

CONTRACTOR shall maintain all necessary safeguards, records, controls, and security relative to the handling and processing of all samples for a period of five (5) years to assure their availability to defense counsel in the event the result of any analysis is to be presented as evidence in court. Security methods to be employed by bidder shall be defined in the proposal and will become part of the eventual contract.

2.9 Exclusive Agreement

COUNTY, to the best of its ability, and CONTRACTOR agree and understand that this agreement gives CONTRACTOR the exclusive right to all laboratory testing for appointed defense counsel in the Superior Courts of Los Angeles, except in those instances where due process proceedings afforded in the United States Constitution allow COURT to order testing by another laboratory.

COUNTY and CONTRACTOR further agree and understand that this agreement does not give COUNTY exclusive right to have CONTRACTOR perform all laboratory testing requested by appointed defense counsel in the courts of Los Angeles County, in that CONTRACTOR is occasionally retained by the Prosecutor to perform testing on cases prior to receiving requests from defense counsel.

3.0 PERSONNEL

3.1 Key County Personnel

3.1.1 COUNTY Contract Manager

The COUNTY Contract Manager or his /her designee will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

3.1.2 The Contract Manager shall provide direction to CONTRACTOR(s) in areas relating to policy, information, operations and procedural requirements.

3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of

the contract except as provided in Attachment A, standard terms and conditions, Section 26.0.

3.1.4 COUNTY will inform the CONTRACTOR(s) of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

3.1.5 COUNTY reserves the right to have Contract Manager Interview any and all prospective employees of CONTRACTOR.

3.2 Key Contractor Personnel

3.2.1 CONTRACTOR(s) Project Director

The CONTRACTOR(s) has identified Michael D. Henson as Project Director. The Project Director or an approved alternate shall be assigned locally and available for telephone contact 24 hours a day, Monday through Friday, excluding all holidays. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with COUNTY.

3.2.2 When contract work is being performed at times other than described above or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

3.2.3 The Project Director shall have full authority to act for the CONTRACTOR(s) on all contract matters relating to the daily operation of this contract.

3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

3.2.5 The Project Director must have a minimum of two (2) years within the past five (5) years in the area of forensic toxicology services for drug and alcohol-related cases.

3.2.6 The Project Director and alternate must be able to read, write, speak and understand English.

3.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR(s).

3.3 Other Contractor Personnel

3.3.1 The CONTRACTOR(s) shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)

3.3.2 All personnel must be able to read, write spell, speak and understand English. The CONTRACTOR shall also have sufficient bilingual personnel to provide required services.

3.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California (see Attachment F).

3.3.4 The CONTRACTOR(s) shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of COUNTY for its employees having access to confidential criminal offender record information (CORI). CONTRACTOR(s) shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Attachment D)

3.3.5 The CONTRACTOR(s) shall give advance notice to COUNTY'S Contract Manager in writing within ten (10) business days, of any change in CONTRACTOR(s) personnel assigned to perform any work on this Contract.

3.3.6 All persons working on this contract have signed an Employee Acknowledgement of Employer Form (Refer to Attachment E).

3.4 Contractor Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 38.0.

3.6 Employee Benefits and Acknowledgement of Employer

3.6.1 CONTRACTOR(s) will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgement that each employee understands that they are an employee of CONTRACTOR(s) and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR(s) employed by first day of employment. The CONTRACTOR(s) original acknowledgement and a copy must be filed within five (5) business days of employment with the County of Los Angeles, Department of Human Resources, Worker's Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, CA 90010.

3.6.2 COUNTY shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR(s).

3.7 Employee Criminal Records, Notice and County Approval

CONTRACTOR(s) shall be responsible for ongoing implementation and monitoring of sub-sections 3.7.1 through 3.7.7. On at least a quarterly basis, CONTRACTOR(s) shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

3.7.1 No personnel employed by CONTRACTOR(s) for this program having access to COUNTY information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by COUNTY.

3.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

3.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.

3.7.4 No personnel employed by the CONTRACTOR for this project shall be on active Chief Executive Office or parole currently or within the last three (3) years.

3.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to COUNTY.

3.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

3.7.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is $32.00 per record check, which is subject to change by the State.

3.8 Gratuities

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

A CONTRACTOR(s) shall immediately report any attempt by a COUNTY officer, employee, or agent 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 (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

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

3.9 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR(s) require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR(s) 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 are-employment list during the life of this Contract.

3.10 Consideration of Hiring Participants of the GAIN/GROW Programs

Should CONTRACTOR require additional or replacement personnel or other position for which applications are being accepted after the effective date of this contract, CONTRACTOR shall give appropriate consideration (in conjunction with Section 3.9 above) for any such position(s) to qualified persons referred to CONTRACTOR through the COUNTY'S Department Of Public Social Services' Greater Avenues for Independence (GAIN) or General· Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to Section 3.9 above. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

As a threshold requirement for consideration for contract award, CONTRACTORS shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, CONTRACTORS shall attest to a willingness to provide employed GAIN/GROW participants access to assist these individuals in obtaining permanent employment and/or promotional opportunities. CONTRACTORS who are unable to meet this requirement shall not be considered for this award. CONTRACTORS shall complete and return the form, "Attestation of Willingness to Consider GAIN/GROW Participants", Attachment M, hereunder, with their proposal.

3.11 Work Outside of Scope of Contract

The CONTRACTOR(s) agrees that any work for the COUNTY performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 26.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR(s), and the CONTRACTOR(s) shall have no claim therefore against the COUNTY. CONTRACTOR and COUNTY may add

new tests or services to the agreement as they are demanded by COURT. Fees for such work or services performed that are not defined in this agreement and have been agreed on by both parties to be performed shall be charged at rates that have been established in CONTRACTOR'S Catalog of Services.

3.12 Approval of Subcontractors

Any use of subcontractors must be in compliance with Attachment A, Section 19.0 of this RFP and be identified in the original proposal. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

3.13 Records and Audits

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all payments made by the COUNTY to the CONTRACTOR. CONTRACTOR shall preserve and make available records until the expiration of five (5) years from the date of final payment to CONTRACTOR under this contract.

3.14 Notice to Employees Regarding the Federal Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment R).

4.0 PERFORMANCE REQUIREMENTS SUMMARY

A standard level of performance will be required of CONTRACTOR in the area of forensic toxicology services. Attachment C summarizes the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment C, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

5.0 QUALITY CONTROL

The CONTRACTOR shall establish and provide a Quality Control Plan to ensure that the requirements of the contract are met. The plan shall be submitted as a part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not limited to:

5.1 An inspection system covering all the services listed in the Performance Requirements Summary (refer to Attachment C). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.

5.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

5.3 A file of all evaluations conducted by CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Attachment A, Section 28.0, "Record Retention and Inspection".

5.4 The methods for ensuring uninterrupted service to COUNTY in the event of a strike of CONTRACTOR'S employees or other unusual occurrence (i.e. power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.

5.5 The methods for ensuring that confidentiality of employee records are maintained while in the care of CONTRACTOR'S employees.

5.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

6.0 QUALITY ASSURANCE

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment C, or other such procedures as may be necessary to ascertain CONTRACTOR(s) compliance with this Contract.

6.1 Performance Evaluation Meetings: The Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three months of the Contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to

resolve all problems identified. Whenever meetings are held, the written minutes taken by COUNTY personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR(s) not concur with the minutes, the CONTRACTOR(s) shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR(s) does not concur.

6.2 After the first three months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

6.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all COUNTY information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and information which is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of COUNTY and law enforcement agencies.

7.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Attachment D) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.

7.3 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.

7.4 CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.

7.5 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S systems or to any safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

7.6 CONTRACTOR'S employees shall not reveal the results of any analysis to any person, or discuss, the results of any analysis with any person, except with defense counselor those persons designated by defense counsel. The CONTRACTOR'S Project Director shall immediately notify the COUNTY'S Contract Manager of any attempt by unauthorized person(s) to obtain information regarding confidential records.

8.0 RECOGNIZED-HOLIDAYS

The CONTRACTOR(s) may be required to provide services on COUNTY recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR(s) upon request, with a list of COUNTY holidays for the succeeding years.

9.0 RIGHT OF INSPECTION

COUNTY'S Contract Manager shall have the right at all times to inspect any work performed or being performed by CONTRACTOR.

9.1 Government Observations

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contractor Manager, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR'S performance.

10.0 USE OF COUNTY SEAL

The CONTRACTOR(s) shall not use or display the official seal of the COUNTY or any of its departments' logos on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of COUNTY.

11.0 DEFINITIONS

11.1 Acceptable Quality Level (AQL) - A measure to express the leeway of variance from a standard before COUNTY can apply damages as specified in Attachment C. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies

that the COUNTY recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to COUNTY against the monthly charge for the CONTRACTOR'S service.

11.2 Appointed Defense Counsel - As used herein, the term "Appointed Defense Counsel" is to include all attorneys appointed by the COURT to represent the indigent defendant, Public Defender, Alternate Defense Counsel, or a private attorney appointed under authority of Penal Section 987.2.

11.3 Chain of Custody - As used herein·, the term "Chain of Custody", shall be a system of describing the steps to assure the integrity and identity of a sample analyzed by the laboratory.

11.4 Consultation - The term "Consultation" shall include questions regarding and information concerning drug and/or alcohol metabolism and possible sources of positive drug and/or alcohol results and related information.

11.5 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by COUNTY'S Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) days, or as otherwise specified by the Contract Manager, explaining the problem, outlining the remedial action being taken to resolve the problem and how recurrence of the problem will be prevented.

11.6 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.

11.7 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.

11.8 County Contract Manager - The COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities.

11.9 Court Order - A requesting and authorization form (Order Appointing and Order for Payment To) completed by Appointed Defense Counsel(s) and approved by the COURT to allow CONTRACTOR to perform services in accordance to the Scope of Work. Also referred to as CRIM 059 (Attachment S).

11.10 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this Contract on behalf of the COUNTY and shall be

assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this Contract of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought.

11.11 Fresh Sample - As used herein, the term "Fresh Sample" shall be a situation where defense counsel wants the laboratory to analyze a urine sample taken directly from the defendant. Fresh samples include cases where the defendant has allegedly violated Health and Safety Code "Sections 11550 and 23152 and Penal Code Section 647F (drugs) and if a sample can be obtained within seventy-two (72) hours of defendant's arrest.

11.12 Juvenile Records - Personal and social history including criminal information of juvenile offenders. The records include legal documents and other information, which are confidential. The information shall not be discussed with or disclosed to unauthorized persons as defined by COUNTY.

11.13 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR(s). (Attachment C)

11.14 Quality Assurance Evaluator (QAE) - The COUNTY employee responsible for monitoring CONTRACTOR'S compliance with the contract.

11.15 Quality Control Program - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

11.16 Salted Samples - As used herein, the term "Salted Sample" shall be a "test" or "blind" sample sent to CONTRACTOR for the purpose of determining the quality of analysis service being provided by CONTRACTOR.

11.17 Split Sample - As used herein, the term "Split Sample" shall be a situation where the arresting agency has obtained a blood or urine sample from the defendant or has seized an object, i.e., cigarette, pills, etc., from the defendant at the time of arrest and defense counsel wants a portion of that sample in order that an independent laboratory may analyze it. Split samples will be made available at the Los Angeles Police Department's

criminalistic laboratory, 150 North Los Angeles Street, Los Angeles, CA. 90057, the Los Angeles County Sheriffs criminalistic laboratory, 2020 West Beverly Boulevard, Los Angeles, CA. 90057, and other police agency laboratories within the County of Los Angeles, as required.

11.18 User Complaint Report (UCR) - A report prepared by COUNTY personnel in order to inform the Contract Manager of incidents involving faulty performance by the CONTRACTOR(s).

12.0 COUNTY-FURNISHED PROPERTY AND SERVICES

COUNTY will not be responsible for costs incurred by CONTRACTOR(s) in providing services under this Contract. The COUNTY shall provide no materials, equipment and/or services necessary to operate this contract.

13.0 CONTRACTOR-FURNISHED ITEMS

The CONTRACTOR(s) shall furnish all personnel, supplies, equipment, facilities and systems necessary to perform all services required by this Performance Work Statement.

14.0 REGULATIONS

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

15.0 INSURANCE REQUIREMENTS FOR LABORATORY SERVICES

The CONTRACTOR shall be responsible for complying with insurance requirements described in Attachment A, 22.0 INSURANCE REQUIREMENTS.

16.0 LAWS AND LIMITATIONS

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. The COUNTY at its discretion, if deemed appropriate, shall seek such changes.

17.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County service contracts are attached hereto as Attachment A.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duty authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:
Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 DEC 02 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

FORENSIC TOXICOLOGY ASSOCIATES

By _____

GREG CARROLL
Typed or Printed Name

CHIEF FINANCIAL OFFICER
Title

APPROVED AS TO FORM:

Gordon W. Trask
Principal Deputy
County Counsel

By _____

76858

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ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1.0 TERM

Subject to the termination provisions set forth herein (Sections 8.0, 9.0, 10.0, 11.0 and 13.0 and financial limitations imposed by Sections 17.0 and 42.0), the term of this contract shall commence no later than December 12, 2008, following the approval thereof by the Los Angeles County Board of Supervisors through December 11, 2009. Contingent upon available funding, it may be extended by an authorized COUNTY official(s) upon mutual agreement for four (4) additional twelve (12) month periods.

The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the authorized COUNTY representative and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

2.0 ADMINISTRATION

The requirements are set forth in Part A (Performance Work Statement).

3.0 CONTRACTOR'S SERVICES

CONTRACTOR shall provide services for the COUNTY in the manner and form described in this contract and all attachments hereto.

4.0 CONTRACT SUM

The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all forensic toxicology services specified under this contract. The total sum, inclusive of all applicable taxes, is estimated at $385,000. However, this is contract for "as needed". If total annual costs does exceed the estimated $385,000 payments shall continue to be made at the agreed upon per test rates. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.0 INVOICES AND PAYMENT

CONTRACTOR(s) shall invoice COUNTY monthly in arrears for work performed and for supplying services specified herein and priced in accordance with Part A, Section 8.0. CONTRACTOR(s) shall prepare monthly invoices. which shall include the monthly charges owed to CONTRACTOR(s) by COUNTY under the terms of this contract Deductions for performance variance in favor of COUNTY shall be applied against the monthly charges and shall be calculated upon the formula set forth in Attachment C, "Performance Requirements Summary." Within thirty (30) days following receipt of and upon processing the proper invoice, COUNTY shall pay to CONTRACTOR(s), the monthly charges less the deductions for performance variance, subject to the auditing requirements of the County Auditor-Controller. All invoices under this contract shall be submitted to the authorized COUNTY representative designated at time of contract award.

Los Angeles Superior Court
Budget Services Division
111 North Hill Street, Room 1050
Los Angeles, CA. 90012

6.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment 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 CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

Further, CONTRACTOR shall notify COUNTY when the contract amount has been incurred up to seventy-five percent (75%) of the contract total, and when the contract is within six months of expiration.

7.0 TAX LIABILITY LIMITATION

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

8.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

8.1 Performance of services under this contract may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which to which performance of work is terminated, and the date upon which such termination becomes effective.

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

8.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

8.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

8.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

8.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of contractor, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event

that records .are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

9.0 TERMINATION FOR DEFAULT OF CONTRACTOR

9.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in anyone of the following circumstances:

9.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or

9.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

9.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such a manner, as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.

9.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County".

10.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

10.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

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

10.1.2 The filing of a voluntary petition to bankruptcy;

10.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

10.2 The remedies· reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

11.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract *if* it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the 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.

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 (213) 974-0914 or (800) 544-6861.

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

12.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from 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 COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 12.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board· of Supervisors may terminate this contract pursuant to Section 9.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

14.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S Child Support Services Department will supply CONTRACTOR with the poster to be used.

15.0 DETERMINATION OF CONTRACTOR RESPONSIBILITY

15.1 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.

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

15.3 The COUNTY may declare a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.

15.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department shall notify the CONTRACTOR in writing of the evidence relating. to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.

15.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

15.6 These terms shall also apply to proposed subcontractors of CONTRACTORS on COUNTY contracts.

16.0 CONTRACTOR DEBARMENT

16.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code (Attachment O), the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, 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.

16.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

16.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision; which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment, If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

16.4 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 Hearing Board.

16.5 These terms shall also apply to proposed subcontractors of CONTRACTOR on COUNTY contracts.

17.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

18.0 INDEPENDENT CONTRACTOR STATUS

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and

CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

19.0 SUBCONTRACTING

19.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.

19.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

19.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

20.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

21.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY,

and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

21.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Chief Executive Office, 500 West Temple Street, Room 754, Los Angeles, California 90012, Attention: Dennis Conte, prior to commencing services under this contract. Such certificates or other evidence shall:

21.1.1 Specifically identify this contract.

21.1.2 Clearly evidence all coverages required in this contract.

21.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.

21.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this contract.

21.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require· CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

21.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A: VII, unless otherwise approved by COUNTY.

21.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

21.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

21.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.

21.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.

21.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.

21.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.

21.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

21.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:

21.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

21.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

22.0 INSURANCE COVERAGE REQUIREMENTS

22.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate	$1 million
Personal. and Advertising Injury:	$1 million
Each Occurrence:	$1 million

22.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

22.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

22.4 Professional Liability Insurance covering liability arising from any error, omission, negligent, or wrongful act of the CONTRACTOR, its officers, or employees with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

23.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

24.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

25.0 COMPLIANCE WITH LAWS

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

26.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

26.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S authorized representative or his designee and CONTRACTOR'S Project Director.

26.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.

26.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S authorized representative warrants execution by the Board of Supervisors.

27.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

28.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records. and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

29.0. AUDIT

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CONTRACTOR regarding the services provided to COUNTY.

30.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

30.1 CONTRACTOR shall develop all publicity material in a professional manner.

30.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY.

30.3 Upon conclusion of the project, COUNTY grants CONTRACTOR a nonexclusive license to publish findings in journal or other academic related publications. CONTRACTOR will provide COUNTY a copy for review thirty (30) days prior to publication.

31.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, 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 five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

32.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

33.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of 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 remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

34.0 NOTICES

34.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated in its response to this Request for Proposal, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Name
Location
Street
City, CA Zip

34.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

34.3 An authorized COUNTY representative shall have authority to execute all notices required or permitted to be given here.

35.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal

and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

36.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, 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.

37.0 NONDISCRIMINATION IN EMPLOYMENT

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

37.2 CONTRACTOR shall take action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or payor other forms of compensation and selection of training, including apprenticeship. 37.3 CONTRACTOR shall deal with its subcontractors, CONTRACTORS, or vendors without regard to or because of race, color, religion, ancestry, national origin; sex, age or condition of physical or mental handicap or marital status, or political affiliation.

37.3 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

37.4 If COUNTY finds that any of the above provisions have been violated. The same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While 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 Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.

37.5 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall. at its option, be entitled to a sum of five hundred dollars ($500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

38.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

39.0 COMPLETION OF CONTRACT

39.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to COUNTY personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.

39.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures

manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct.. All the materials described above shall be understood to ·be· the property of COUNTY.

39.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.

39.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

40.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist and County lobbying firm as defined in Los Angeles Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR and any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract. (Refer to Form 4)

41.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Attachment D).

42.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2008/2009 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, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2008/2009 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

43.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

44.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in .accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment R).

45.0 RECYCLED PAPER

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

46.0 COMPLIANCE WITH JURY SERVICE PROGRAM

46.1 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 hereto as Attachment N and incorporated by reference into and made a part of the contract.

46.2 Written Employee Jury Service Policy

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

46.2.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

46.2.4 CONTRACTOR'S violation of this Section 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 CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

47.0 MERGER

This· contract (and other relevant documents to be determined), which are incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

ATTACHMENT B
COURT LOCATIONS

COUNTY reserves the right to add/remove court sites, as necessary, based upon the needs of the COUNTY.

CSF Criminal Justice Center 210 West Temple Street Los Angeles, CA 90012	El Monte Court 11234 East *Valley* Boulevard El Monte, CA 91731	East Los Angeles Court 214 South Fetterly Avenue Los Angeles, CA 90022
Norwalk Court 12720 Norwalk Boulevard Norwalk, CA 90650	San Fernando Court 900 Third Street San Fernando, CA 91340	Bauchet Court 429 Bauchet Street Los Angeles, CA 90012
Downey Court 7500 East Imperial Highway Downey, CA 90650	Santa Clarita Court 23747 West Valencia Boulevard Valencia, CA 91356	Hollywood Court 5925 Hollywood Boulevard Los Angeles, CA 90028
Bellflower Court 10025 East Flower Street Bellflower, CA 90706	Metropolitan Court 1945 South H ill Street Los Angeles, CA 90007	Torrance Branch 3655 Torrance Boulevard Torrance, CA 90503
Airport Court 11701 South La Cienega Boulevard Los Angeles, CA 90045	Whittier Court 7339 South Painter Avenue Whittier, CA 90602	Inglewood Court One Regent Street Inglewood, CA 90301
Beverly Hill Court 9355 Burton Way Beverly Hills, CA 90210	Pasadena Court 300 East Walnut Street Pasadena, CA 91101	*Van* Nuys Court - West 14400 Erwin Street Mall *Van* Nuvs, CA 91401
Malibu Court 23525 Civic Center Way Malibu, CA 90265	Alhambra Court 150 W. Commonwealth Avenue Alhambra, CA 91801	*Van* Nuys Court - East 6230 Sylmar Avenue *Van* Nuys, CA 91401
Burbank Court 300 East Olive Avenue Burbank, CA 91502	Central Civil West Court 600 South Commonwealth Avenue Los Angeles, CA 90005	Compton Court 200 West Compton Boulevard Compton, CA 90220
Glendale Court 600 East Broadway Glendale, CA 91205	Inglewood Juvenile Court 110 Regent Street Inglewood, CA 90301	Lancaster Court 1110 West Avenue J Lancaster, CA 93534
Pomona Court - North 3500 West Mission Boulevard Pomona, CA 91766	Eastlake Juvenile Justice Center 1601 Eastlake Avenue Los Angeles, CA 90033	Long Beach Court 415 West Ocean Boulevard Long Beach, CA 90802
West Covina Court 1427 West Covina Parkway West Covina, CA 91790	Kenyon Juvenile Justice Center 7625 South Central Avenue Los Angeles, CA 90001	Pomona Court - South 400 Civic Center Plaza Pomona, CA 91766
Los Padrinos Juvenile Court 7281 East Quill Drive Downey, CA 90242	Mental Health Court 1150 No. San Fernando Road Los Angeles, CA 90065	Sylmar Juvenile Court 16350 Filbert Street Sylmar, CA 91342

NOTE: Several of the above sites house multiple public defender offices but represent one pickup site. (For example, the Pomona address houses the misdemeanor, felony, and juvenile branches).

ATTACHMENT C

PERFORMANCE REQUIREMENTS SUMMARY

This Exhibit lists the required services, which will be monitored by the COUNTY during the term of this Contract; the required standard of performance; the maximum deviation from the standard which can occur before damages can be assessed; the method of County surveillance; and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an on-going basis, Contractor performance will be compared to the Contract standards.

COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

User complaints

Random inspections

Random samplings

Information for Contractor reports

Criteria for Determination of Monetary Damages

CONTRACTOR shall invoice COUNTY monthly, in arrears, as referenced in Part A, Section 8.0, "Contract Payment". Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Requirement Summary section in the **RFP** (Refer to Attachment C, Section 5.0, INVOICES AND PAYMENTS).

If performance of service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by COUNTY personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of this Contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

COUNTY will make every reasonable effort to resolve problems. When the performance is unacceptable, COUNTY will complete a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Contract

Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

When an instance of unacceptable performance comes to the attention of COUNTY personnel or clients, who are recipients of the services provided by the Contract, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR. The receipt of one or more UCR's concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

For services monitored by random inspections, random samplings, or user complaints, the figure in column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances, which exceed the AQL in Column 4. The resulting dollar amount is the amount of the monetary damages for performance variance which shall be assessed CONTRACTOR.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by COUNTY to be unacceptably performed at no additional cost to County.

Attachment C (cont'd)
PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR EXCEEDING THE AQL
As-needed pick-up at locations when called upon. Performance Work Statement, 2.1.2.1	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Female representatives as-needed. Performance Work Statement, 2.2.3	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Timeliness in pick-up of samples. Performance Work Statement, 2.1.2.2	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Timeliness in serving split orders. Part A, 2.1.3	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Timeliness in pick-up of samples obtained by Defense Counsel Perform. Work Statement 2.1.4	County/Contractor Records	Adhere to County requirements	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Appropriate storage of samples. Performance Work Statement, 2.1.7	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Adherence to chain-of- evidence procedures. Perform. Work Statement 2.1.8	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Provision of consultation services to defense counsel Performance Work Statement, 2.1.9	County/Contractor Records	Adhere to County requirements	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Provision of retest of samples when requested Perform. Work Statement 2.1.10	County/Contractor Records	Adhere to County requirements	100%	Information from Contractor Reports	Up to $100 per occurrence
Sufficiency of supplies provided to defense counsel. Perform. Work Statement 2.1.4	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Drug/Alcohol testing accuracy. Performance Work Statement, 2.1.5.1 and 2.1.5.2	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
In-house quality controls to maintain 100% accuracy. Performance Work Statement, 2.1.5.4	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence
Confidentiality Performance Work Statement, 7.0	County/Contractor records	Adhere to County requirements.	100%	Random Inspections Random Samplings Information from Contractor Reports	Up to $100 per occurrence

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR EXCEEDING THE AQL
Submission of final reports within stipulated time frame. Performance Work Statement, 2.1.6	County/Contractor records	Adhere to County requirements.	100%	Random Samplings Random Inspections	Up to $100 per occurrence
Provision of court testimony, when required. Performance Work Statement, 2.2.4	County/Contractor records	Adhere to County requirements.	100%	Random Samplings Random Inspections	Up to $100 per occurrence
Provision of Transportation and Communications Expense Performance Work Statement, 2.7	County/Contractor records	Adhere to County requirements	100%	Random Inspections Information from Contractor Reports	Up to $100 per occurrence
Self Monitoring Report Performance Work Statement, 2.4	County/Contractor Records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Employee Benefits Performance Work Statement, 3.6.1	County/Contractor Records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Performance Work Statement, 3.7.1	County/Contractor Records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Fingerprint Contractor's current employees and prospective employees prior to employment. Performance Work Statement, 3.7.6	County/Contractor Records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Contractor shall reimburse County for record check. Performance Work Statement, 3.7.7	County/Contractor Records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Quality Control Plan Performance Work Statement, 5.0	Quality control Plan and Records of its implementation	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Use of County Seal. Performance Work Statement, 10.0	County/Contractor Records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence
Contractor in compliance with Standard Terms and Conditions. Attachment A, 1.0-47.0	County/Contractor Records	Adhere to County requirements.	100%	Random Inspections Random Samplings	Up to $100 per occurrence

ATTACHMENT D

CONFIDENTIALITY OF CORIINFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of the _____, during the legitimate course of your duties, you will have access to CORI in typing and/or processing court reports. The COUNTY has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect these documents and the information contained therein against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from court reports or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the COUNTY is considered a breach of confidentiality, inappropriate and unauthorized. Any _____ employee engaging in such activities is in violation of the COUNTY confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the COUNTY policy concerning the confidentiality of CORI records.

Signature _____

Name (Print) _____

Classification _____

Date _____

ATTACHMENT E

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copy must be forwarded by CONTRACTOR to Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California, 90010 within five (5) business days.

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name: PACIFIC TOXICOLOGY LABORATORIES

Address: 9348 DE SOTO AVENUE, CHATSWORTH, CA 91311

Internal Revenue Service Employer Identification Number: 95-3926170

GENERAL

In accordance with Chapter 4.32, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

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 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

GREG CARROLL — CHIEF FINANCIAL OFFICER

Name and Title of Signer

Greg Carroll — 11/18/2008

Signature — Date

ATTACHMENT G

COMPLIANCE WITH ADMINISTRATIVE CODE SECTION 2.180.010

The Los Angeles County Administrative Code Section 2.180.010 "Certain Contracts Prohibited" sets forth the following:

SECTION 2.180.010 CERTAIN CONTRACTS PROHIBITED.

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

(1) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

(2) Profit-making firms or businesses in which employees described in sub-division (1) of sub-section (A) serve as officers, principals, partners or major shareholders;

(3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-division (1) of sub-section (A), and who:

(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract

(b) Participated in any way in developing the contract or its service specification; and

(4) Profit making firms or businesses in which the former employees, described in sub-division (3) of sub-section (A) serve as officers, principals, partners or major shareholders.

B. Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the Department submitting, District, or Agency that the provisions of this section have not been violated. (Ord. 94-0075 § 2, 1994; Ord. 90-0030 § 3 (part), 1990)

Name and Title of Signer GREG CARROLL CHIEF FINANCIAL OFFICER

Signature Greg Carroll Date 11/18/2008

ATTACHMENT H

CERTIFICATION OF COMPLIANCE WITH LOS ANGELES COUNTY LOBBYIST ORDINANCE (COUNTY CODE CHAPTER 2.160)

By submission of my proposal, I attest to a full understanding of the following statement:

> Each person by agreeing to this Contract certifies that such Contractor and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the CONTRACTOR, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

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

List names and telephone numbers of persons authorized legally to commit the proponent/contractor.

GREG CARROLL (818) 598-3110 NICK SNOW (818) 598-3110

JEFF LANZOLATTA (818) 598-3110

Date NOVEMBER 18, 2008

Name of Firm PACIFIC TOXICOLOGY LABORATORIES

Title of Signer CHIEF FINANCIAL OFFICER

Typed Name of Contractor GREG CARROLL

Signature of Contractor Greg Carroll

ATTACHMENT I

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: PACIFIC TOXICOLOGY LABORATORIES

☐ I AM NOT
☑ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☑ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 05312001

II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

TOTAL NUMBER OF EMPLOYEES (including owners): 99

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	2	0	0	0
Hispanic/Latino	0	0	0	0	9	5
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	1	2	18	11
White	24	5	7	1	7	7

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	97.7 %
Women	0 %	0 %	0 %	0 %	0 %	2.3 %

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION:

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

Authorized Signature	Title:	Date:
Gary Carroll	CHIEF FINANCIAL OFFICER	NOVEMBER 18, 2008

ATTACHMENT J

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department concerning its employees and business licenses. It further requires that CONTRACTORS for County contracts provide directly to the Child Support Services Department information concerning their Principal Owners, that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each Principal Owner, the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A CONTRACT TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, Contractors must certify to the County of Los Angeles that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the contract.

TO: Child Support Services Department
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Contractor Name as Shown on Contract: FORENSIC TOXICOLOGY ASSOCIATES
Contractor Address: 9348 DE SOTO AVENUE
Telephone: (818) 598-3110 FAX: (818) 882-0259
County Department Receiving Contract: CHIEF EXECUTIVE OFFICE
Type of Services to be Provided: FORENSIC TOXICOLOGY ~~[illegible]~~ SERVICES
Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [✓] Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner	Title	Payment Received From Contractor
PETER HENMAN-LAUFER	CHAIRMAN	NO
THOMAS KOSCO	SHAREHOLDER	[YES] NO
AHMED ALFI	SHAREHOLDER	[YES] NO
JAMES DAHLGREN	DIRECTOR	[YES] NO
BERT COHEN	DIRECTOR	NO
JAMES DAHLGREN	DIRECTOR	NO

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

By: Greg Carroll Date: NOVEMBER 18, 2008
(Signature of a Principal Owner, an officer, or manager responsible for submission of the contract to the County.)

GREG CARROLL
(Print Name)

CHIEF FINANCIAL OFFICER
(Title/Positon)

ATTACHMENT K

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the Child Support Services Department concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts submit certifications of Program compliance to the County along with their contract. (In an emergency procurement, as determined by the County, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE PROBATION DEPARTMENT ATIACHED TO YOUR SIGNED CONTRACT. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I, (print name) GREG CARROLL, hereby submit this certification to the County of Los Angeles Probation Department pursuant to the provisions of COUNTY Code Section 2.200.060 and hereby certify that (CONTRACTOR name as shown on contract) FORENSIC TOXICOLOGY ASSOCIATES located at (CONTRACTOR address) 9348 DE SOTO AVENUE, CHATSWORTH, CA 91311 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

Submitted a completed Principal Owner Information Form to the Child Support Services Department

Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

Fully complied with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

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

Executed this, 18TH Day of NOVEMBER 2008
(Month and Year)

at: CHATSWORTH, CA
(City/State)

818-598-3110
(Telephone No.)

by: Greg Carroll
(Signature of a principal owner, an officer, or manager responsible for contract)

Original to: **(Submitted as part of proposal)**
Dennis Conte, Contract Analyst
Chief Executive Office
Public Safety Budget
500 West Temple Street, Rm. 750
Los Angeles, California 90012

Copy to: Child Support Services
P.O. Box 911009
Los Angeles, California 90091-1009
FAX: (323) 869-0634
Phone: (323) 832-7277 or (323) 832-7276

COUNTY OF LOS ANGELES
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM (MINORITY, WOMEN, DISADVANTAGED AND DISABLED VETERANS BUSINESS ENTERPRISES)

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefit for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
   d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers- to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

Gary Carroll
Applicant Signature

CFO
Title

Forensic Toxicology Associates
Name of Firm

November 18, 2008
Date

CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:

   a) Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purpose of this article.

   b) Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women-owned business enterprise, or both.

   c) Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article

2. Any person or business who violated paragraph (1) shall be suspended from proposing on, or participating as contractor, sub-contractor, or supplier in, any County contract or project for a period of three (3) years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a sub-contractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the' County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

FORENSIC TOXICOLOGY ASSOCIATES
Name of Firm

Greg Garrell CFO
Signature Title

NOVEMBER 18, 2008
Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Contract award, Contractor shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants to access the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractor shall complete, sign, and return with their proposal this form.

Contractor shall complete all of the following information, sign where indicated, and return this form with its accompanying response to the Request for Proposals:

A. Proponent has a proven record of hiring GAIN/GROW participants.
Yes ____ No ✓
(subject to verification)

B. Proponent is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" being understood as, vendor is willing to interview qualified GAIN/GROW participants
Yes ✓ No ____

If Yes, state the name, address, and telephone number of the person whom the COUNTY may contact to refer GAIN/GROW Participants:
ATTN: HUMAN RESOURCES ; 9348 DE SOTO AVE.
CHATSWORTH, CA 91311 (818) 598-3110

C. Proponent is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.
Yes ____ No ____ N/A ✓
(program not available)

CONTRACTOR

FORENSIC TOXICOLOGY ASSOCIATES
Type or print name of firm

By [signature]

GREG CARROLL
Type or Print Name

CHIEF FINANCIAL OFFICER
Type or Print Title

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 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)

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)

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: FORENSIC TOXICOLOGY ASSOCIATES	
Company Address: 9348 DE SOTO AVE.	
City: CHATSWORTH State: CA	Zip Code: 91311
Telephone Number: (818) 598-3110	
Solicitation For (Type of Goods or Services): TOXICOLOGY SERVICES	

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☒ **My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**
- ☐ **My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

"Dominant in its field of operation" **means having more than 10 employees, including full-time and part--time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.**

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

- ☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: GREG CARROLL	Title: CFO
Signature: Greg Carroll	Date: NOVEMBER 18, 2008

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.010 Findings and Declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of Contractor Non-Responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The County may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the County.

B. The County may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, 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.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the County to debar a contractor is within the discretion of the county. The seriousness and extent of the Contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the board of supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the County may, in its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the county, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000- 0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000- 0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

ATTACHMENT P

10/9/2008

CODE UNIT	FORM 14 EXPANDED SPECIMEN	LAB SIDE DESCRIPTION	PRICE
66651	ADMIN	ADMIN FEE 1	60.00
66652	ADMIN	ADMIN FEE 2	10.00
66101	ADMIN	AFFIDAVIT	50.00
66850	ADMIN	FTA RUSH HANDLING	50.00
66703	ADMIN	HANDLING FEE	45.00
66659	ADMIN	IN-PRO-PER HANDLING FEE 1 30 calls	75.00
66660	ADMIN	IN-PRO-PER HANDLING FEE 2 40 cals	100.00
66658	ADMIN	IN-PRO-PER HANDLING FEE 20 calls	50.00
66661	ADMIN	MEMO RE: EVIDENCE SPLIT STATUS	25.00
66799	ADMIN	MILEAGE LESS THAN 100	45.00
66809	ADMIN	MILEAGE OVER 100	75.00
66666	ADMIN	MINIMUM HANDLING W/ SPLIT STORAGE	75.00
66853	ADMIN	RUSH HANDLING, LABORATORY, 1 TEST	50.00
66700	ADMIN	SHIPPING & DOCUMENTATION	45.00
66701	ADMIN	SHIPPING AND HANDLING 1	59.00
66709	ADMIN	SPECIAL EVIDENCE HANDLING PHOTOS 6	40.00
66712	ADMIN	SPECIAL HANDLING	75.00
66808	ADMIN	TRANSPORTATION EXPENSE TR3 to Vista CA	700.00
60175	Blood	ALBUTEROL, BLOOD	225.00
63030	Blood	ALPRAZOLAM	175.00
60015	Blood	AMPHETAMINES PANEL, EXPANDED, BLOOD	225.00
61010	Blood	AMPHETAMINES SCREEN, BLOOD	125.00
61192	Blood	ANABOLIC STEROIDS, BLOOD	450.00
61022	Blood	BARBITURATES QUANT, BLOOD	175.00
61020	Blood	Barbiturates Screen	125.00
63012	Blood	BARBITURATES SCREEN	140.00
60131	Blood	BLOOD ALCOHOL	125.00
61061	Blood	BLOOD DRUG SCREEN, 5 PANEL	305.00
61063	Blood	BLOOD DRUG SCREEN, 8 PANEL	350.00
60243	Blood	Buproprion, Blood, Quant	175.00
61023	Blood	BUTALBITAL, BLOOD	175.00
63000	Blood	CANNABINOIDS (MARIJUANA) SCREEN, BL	125.00
63024	Blood	CARISOPRODOL (SOMA)	175.00
63068	Blood	CHLORDIAZEPOXIDE (LIBRIUM)	175.00
63028	Blood	CHLORPROMAZINE (COMPAZINE)	175.00
60173	Blood	CITALOPRAM, BLOOD	175.00
63009	Blood	CLONAZEPAM	175.00
61040	Blood	COCAINE SCREEN, QUAL, BLOOD	140.00
63004	Blood	CODEINE AND MORPHINE, BLOOD	175.00
66953	Blood	COMPARATIVE BLOOD TYPING	475.00
63037	Blood	CYCLOBENZAPRINE	175.00
63043	Blood	DEPRESSANT DRUG SCREEN, BLOOD	275.00
61094	Blood	DIHYDROCODEINE, BLOOD, QUANT	225.00
60189	Blood	DOXYLAMINE, BLOOD	175.00
60174	Blood	ESCITALOPRAM	175.00
63006	Blood	FLUOXETINE (PROZAC)	175.00
63039	Blood	GABAPENTIN	175.00
63057	Blood	GHB AND GBL IN BLOOD, QUANTITATIVE	259.18
63023	Blood	HALOPERIDOL (HALDOL), SERUM	175.00
66948	Blood	HEMOBLOBIN	85.00
63061	Blood	HYDROCODONE, BLOOD, QUAL	140.00
63062	Blood	HYDROCODONE, BLOOD, QUANTITATIVE	175.00

FORM 14 EXPANDED

CODE UNIT	SPECIMEN	LAB SIDE DESCRIPTION	PRICE
60237	Blood	IBUPROFEN, BLOOD	175.00
60248	Blood	Imipramine, Blood	175.00
61155	Blood	ISOPROPANOL, BLOOD	100.00
63031	Blood	LORAZEPAM	175.00
63050	Blood	MDMA/MDA QUANTITATION, BLOOD	175.00
61072	Blood	METHADONE QUANTITATION, BLOOD	175.00
61015	Blood	METHAMPHETAMINE QUANT, BLOOD	175.00
61013	Blood	METHAMPHETAMINE SCREEN, BLOOD	140.00
61082	Blood	METHAQUALONE QUANTITATION, BLOOD	50.00
60191	Blood	MIRTAZAPINE	175.00
60245	Blood	Naproxen (Aleve, Naprosen), Blood	175.00
60190	Blood	OLANZAPINE	175.00
61090	Blood	OPIATES SCREEN, BLOOD	140.00
61039	Blood	OXAZEPAM, BLOOD	175.00
61095	Blood	OXYCODONE,BLOOD	175.00
63015	Blood	PAROXETINE	175.00
63013	Blood	PHENYTOIN, TOTAL	125.00
60246	Blood	Promethazine, Blood	175.00
63034	Blood	PROPRANOLOL	175.00
60013	Blood	PSEUDOEPHEDRINE, BLOOD	175.00
60194	Blood	PSILOCYBIN, BLOOD	175.00
63014	Blood	SERTRALINE	175.00
60244	Blood	Tiagabine, Blood, Quant	175.00
63059	Blood	TRAMADOL AND METABOLITE, BLOOD	304.00
63016	Blood	TRAZODONE	175.00
63019	Blood	TRIAZOLAM	175.00
63032	Blood	VALPROIC ACID	175.00
63025	Blood	VENLAFAXINE (EFFEXOR)	175.00
60096	Blood	VICODINE (ACETAMINOPHEN AND HYDROCODONE), BLOOD, QUANT	225.00
60134	Blood	VOLATILES SCREEN AND QUANT, BLOOD	100.00
63064	Blood	ZIPRAZADONE, BLOOD	175.00
63036	Blood	ZOLPIDEM	175.00
66987	Blood/Misc	DNA COMPARATIVE ANALYSIS, 2 SAMPLE	1,300.00
66618	COURIER	CUSTODY WITNESS FEE FEMALE	85.00
66764	COURIER	EVIDENCE RETURN NARCO	50.00
66619	COURIER	NO SAMPLE CENTRAL FEMALE	45.00
66620	COURIER	NO SAMPLE CENTRAL MALE	45.00
66623	COURIER	NO SAMPLE METRO	45.00
66622	COURIER	NO SAMPLE VAN NUYS FEMALE	45.00
66621	COURIER	NO SAMPLE VAN NUYS MALE	45.00
67001	COURIER	NSCAC DAY 1 No Sample Pickup	45.00
66750	COURIER	SPECIAL EVIDENCE PICK-UP EAST	55.00
66760	COURIER	SPECIAL EVIDENCE PICKUP LB/WC	75.00
66753	COURIER	SPECIAL EVIDENCE PICKUP VN	45.00
66603	COURIER	WITNESS FEE 3	85.00
66613	COURIER	WITNESS FEE HAIR SPECIMEN	50.00
66605	COURIER	WITNESS FEE MOBILE COLLECTION	150.00
66604	COURIER	WITNESS FEE MOBILE TO JAIL	150.00
66614	COURIER	WITNESS FEE OFFSITE	50.00
66616	COURIER	WITNESS FEE RUSH	50.00
66612	COURIER	WITNESS FRESH BLOOD SPECIMEN	50.00

FORM 14 EXPANDED

CODE UNIT	SPECIMEN	LAB SIDE DESCRIPTION	PRICE
66611	COURIER	WITNESS FRESH HAIR SPECIMEN	50.00
66610	COURIER	WITNESS FRESH URINE SPECIMEN	85.00
66400	EXPERT	CONSULTATION: CASE REVIEW 1HR	195.00
66120	EXPERT	DECLARATION TECHNICAL	75.00
66420	EXPERT	EXPERT TESTIMONY, TELEPHONIC 1 HR	195.00
60212	Expert	EXPERT WITNESS TESTIMONY - 0.5 HOUR	97.50
60213	Expert	INTERPRETIVE TESTIMONY, DAILY RATE	1,500.00
60214	Expert	REPORT AND REVIEW FEE	60.00
66963	Expert	SEROLGY CASE REVIEW 5HR	1,750.00
66964	Expert	SEROLOGY CASE REVIEW	2,100.00
66500	EXPERT	SPLIT FEE	25.00
66411	EXPERT	TOXICOLOGIST DOC REVIEW	50.00
66412	EXPERT	TOXICOLOGIST REPORT	45.00
66413	EXPERT	TOXICOLOGIST REPORT WITH REVIEW	75.00
66551	EXPERT	TOXICOLOGIST TIME 1HR	195.00
66550	EXPERT	TOXICOLOGIST TIME 2HRS	390.00
60249	Gastric	Imipramine, Gastric	175.00
63130	Hair	DRUG SCREEN, HAIR, 5 PANEL, NO COLL	140.00
63135	Hair	DRUG SCREEN, HAIR, 5 PNL, OPI5 (+ 6-AM), NO COLL	165.00
63133	Hair	DRUG SCREEN, HAIR, 5 PNL, OPI6, W/COLL	205.00
63150	Hair	OPIATES QUANTITATION, HAIR. NO COLL	165.00
63136	Hair	OPIATES QUANTITATION, HAIR. W/COLL	195.00
66482	LAB	QUANTITATIVE ANALYSIS FEE 3	50.00
60133	Liquid	ALCOHOL (ETHANOL), LIQUID	110.00
63058	MISC	GAMMA HYDROXYBUTYRATE - MISC SOURCE	175.00
63044	MISC	GAMMA-BUTYROLACTONE - MISC SOURCE	175.00
66977	Saliva	SALIVA DNA ANALYSIS 3	3,900.00
66957	Saliva	SALIVA IDENTIFICATION	650.00
61193	Serum	THYROID PANEL 2	175.00
63155	Substance	ALPRAZOLAM, SUBSTANCE QUANT	175.00
63110	Substance	CANNABINOIDS SUBSTANCE ANALYSIS, QL	150.00
63111	Substance	CANNABINOIDS SUBSTANCE ANALYSIS, QT	175.00
63215	Substance	COCAINE & COCAINE HCL SUBSTANCE, QL	150.00
63315	Substance	COCAINE & HCL SUBSTANCE ANALYSIS QT	225.00
63314	Substance	COCAINE HCL SUBSTANCE ANALYSIS, QT	140.00
63114	Substance	COCAINE SUBSTANCE ANALYSIS, QUAL	140.00
63124	Substance	DL-METHAMPHETAMINE, SUBSTANCE, QT	175.00
63126	Substance	HEROIN, SUBSTANCE, QUANTITATIVE	125.00
61156	Substance	ISOPROPANOL, SUBSTANCE	100.00
63137	Substance	METHAMPHETAMINE QUANT, SUBSTANCE	140.00
63121	Substance	METHAMPHETAMINE, LIQUID, QUAL	140.00
63122	Substance	METHAMPHETAMINE, LIQUID, QUANT	175.00
63119	Substance	METHAMPHETAMINE, SUBSTANCE, QUAL	140.00
63134	Substance	Methamphetamine, Substance, Qual 3	140.00
60193	Substance	PSILOCYBIN, SUBSTANCE	175.00
63070	Substance	SODIUM BICARBONATE POWDER	100.00
63008	Substance	VIAL/SYRINGE QUANTITATION	250.00
60136	Substance	VOLATILES QUANT, SUBSTANCE	175.00
66468	Substance	VOLUMETRIC ANALYSIS	50.00
63042	Urine	9-TETRAHYDRACANNIBINOL, URINE	175.00
60143	Urine	ALPHA-HYDROXY ALPRAZOLAM, URINE, QUANT	175.00
60186	Urine	ALPRAZOLAM AND METABOLITE, URINE	175.00

FORM 14 EXPANDED

CODE UNIT	SPECIMEN	LAB SIDE DESCRIPTION	PRICE
60236	Urine	AMITRIPTYLINE, URINE	175.00
60010	Urine	AMPHETAMINES SCREEN, URINE	105.00
64418	Urine	AROMATIC SOLVENT METABOLITES	234.00
60232	Urine	BENZODIAZEPINES QUANT, URINE	175.00
63045	Urine	CARISOPRODOL QUANTITATION, URINE	175.00
60238	Urine	CHLORAL HYDRATE, URINE	175.00
63109	Urine	CLONAZEPAM, URINE AS 7-AMINOCLONAZ	125.00
63209	Urine	Clonazepam, Qual, Urine	140.00
60040	Urine	COCAINE SCREEN, QUAL, URINE	105.00
66956	Urine	COMPARATIVE URINE TYPING	510.00
63041	Urine	COMPREHENSIVE DRUG SCREEN FTA	240.00
61079	Urine	CYCLOBENZAPRINE, URINE	175.00
63048	Urine	DEPRESSANT DRUG SCREEN, URINE	155.00
60063	Urine	DRUGS OF ABUSE SCREEN, 10 PANEL+ALC	190.00
62010	Urine	HEAVY METALS IV: Speciated AS, Cadmium, Chromium, Mercury, Nickle, Lead	225.00
60152	Urine	HEROIN, URINE, AS 6-ACETYLMORPHINE	175.00
64419	Urine	HYDROCARBON AND OXY VOLATILES, UR	125.00
63035	Urine	HYDROCODONE QUANT, URINE	175.00
60105	Urine	MDMA	175.00
60070	Urine	METHADONE SCREEN, URINE	105.00
60080	Urine	METHAQUALONE SCREEN, URINE	105.00
61081	Urine	METHAQUALONE, URINE QUANTITATIVE	175.00
61093	Urine	OPIATES QUANTITATION, 6 PANEL	225.00
60090	Urine	OPIATES SCREEN, URINE	105.00
61096	Urine	OXYCODONE, URINE	175.00
60100	Urine	PHENCYCLIDINE (PCP) SCREEN, URINE	105.00
61025	Urine	PHENOBARBITAL, URINE	175.00
61084	Urine	PROPOXYPHENE, URINE	175.00
60177	Urine	SERTRALINE, URINE, QUANTITATIVE	175.00
63021	Urine	THC AND METABOLITE, URINE	175.00
60132	Urine	URINE ALCOHOL	125.00
60012	Urine	URINE AMPHETAMINE, QUANT.	175.00
60022	Urine	URINE BARBITURATES, QUANTITATIVE	175.00
60050	Urine	URINE DIAZEPAM, QUALITATIVE	105.00
60052	Urine	URINE DIAZEPAM, QUANTITATIVE	110.00
60060	Urine	URINE DRUG SCREEN	125.00
60061	Urine	URINE DRUG SCREEN(*)	155.00
60062	Urine	URINE DRUG SCREEN(*)	185.00
60135	Urine	URINE GLUCOSE, QUALITATIVE	60.00
60072	Urine	URINE METHADONE, QUANTITATIVE	225.00
60092	Urine	URINE OPIATES, QUANTITATIVE	175.00
60102	Urine	URINE PHENCYCLIDINE, QUANTITATIVE	175.00
60094	Urine	VICODIN (ACETAMINOPEN, HYDROCODONE), QUANTITATION, URINE	225.00
66989	Urine/Swab	DNA COMP ANALYSIS, URINE/SWAB	1,400.00

FORM 14

Required Tests/Services Costs

Commodity / Service Description	Unit	Price
Benzodiazepines	Blood	$ 140.00
Benzodiazepines Semi-Quantitave	N/A	Not Applicable - See Footnote (A)
Benzodiazepines Quantitative	Blood	$ 195.00
Cannabinoids (Marijuana)	Blood	$ 125.00
Cannabinoids (Marijuana) Semi-Quantitative	N/A	Not Applicable - See Footnote (A)
Cannabinoids (Marijuana) Quantitative	Blood	$ 225.00
Cocaine and Metabolite	Blood	$ 190.00
Cocaine and Metabolite Semi-Quantitative	N/A	Not Applicable - See Footnote (A)
Cocaine and Metabolite Quantitative	Blood	$ 190.00
Clonazepam Quantitative	Blood	$ 175.00
Cocaine Unmetabolized	N/A	Not Applicable - See Footnote (B)
Diazepam Quantitative	Blood	$ 175.00
Dilantin	Blood	$ 125.00
Drug Screen	Blood	$ 305.00
Haloperidol Quantitive	Blood	$ 175.00
Hydrocodone	Blood	$ 140.00
Hydrocodone Semi-Quantitive	N/A	Not Applicable - See Footnote (A)
Hydrocodone Quantitative	Blood	$ 175.00
Methadone and Metobolite	Blood	$ 175.00
Methadone and Metobolite Semi-Quantitive	N/A	Not Applicable - See Footnote (A)

FORM 14

Required Tests/Services Costs

Commodity / Service Description	Unit	Price
Cannabinoids by RIA (SCREEN)	N/A	Not Applicable - See Footnote (B)
Cannabinoids by RIA (SCREEN) Semi-Quantitive	N/A	Not Applicable - See Footnote (B)
Cannabinoids by RIA (SCREEN) Quantitative	N/A	Not Applicable - See Footnote (B)
Cocaine By RIA (SCREEN)	N/A	Not Applicable - See Footnote (B)
Cocaine by RIA (SCREEN) Semi-Quantitive	N/A	Not Applicable - See Footnote (B)
Cocaine by RIA (SCREEN) Quantitative	N/A	Not Applicable - See Footnote (B)
Diazepam Quantitative	Urine	$ 110.00
Opiates by RIA (SCREEN)	N/A	Not Applicable - See Footnote (B)
Opiates by RIA (SCREEN) Semi-Quantitive	N/A	Not Applicable - See Footnote (B)
Opiates by RIA (SCREEN) Quantitative (includes I.D.)	N/A	Not Applicable - See Footnote (B)
Methaqualone (Quaalude)	Urine	$ 105.00
Methaqualone (Quaalude) Quantitative	Urine	$ 175.00
Methadone Quantitative	Urine	$ 150.00
Phencyclidine (PCP) by RIA (SCREEN)	N/A	Not Applicable - See Footnote (B)
Phencyclidine (PCP) by RIA (SCREEN) Semi-Quantitive	N/A	Not Applicable - See Footnote (B)
Dilantin Quantitative	Blood	$ 125.00
Benzodiazepines Quantitive	Urine	$ 175.00
Benzodiazepines Semi-Quantitive	N/A	Not Applicable - See Footnote (A)
Phencyclidine Quantitive	Urine	$ 175.00
Drug Tests on Suspect Substances Cocaine	Substance	$ 175.00
Cocaine Semi-Quantitive	N/A	Not Applicable - See Footnote (A)
Cocaine Quantitative	Urine	$ 225.00
Substance for Cocaine HCl Quantitative	Substance	$ 175.00

FORM 14

Required Tests/Services Costs

Commodity / Service Description	Unit	Price
Heroin	Substance	$ 150.00
Heroin Quantitative	Urine	$ 175.00
LSD	Urine	$ 250.00
Marijuana (THC)	Urine	$ 110.00
Methamphetamine Quantitative	Blood	$ 175.00
Methaqualone (Quaalude) Quantitative	Urine	$ 175.00
Phencyclidine (PCP)	Urine	$ 105.00
Phencyclidine (PCP) Quantitative	Urine	$ 140.00
Phencyclidine Analog (PHP)	N/A	Not Applicable - See Footnote (A)
Liquid for Alcohol Quantitative	Substance	$ 125.00
Diazepam	Urine	$ 110.00
Specified Other Drug	Urine or Blood	$ 175.00
Serology Comparative Blood Typing (includes witnessed blood draw, comparative ABO and GM/KM typing)	Blood	$ 475.00
ABO Typing on Evidence Sample	Blood	$ 295.00
Comparative Urine Typing (includes witnessed urine and blood draw and comparative ABO typing)	Urine	$ 510.00
Expert (Court) Testimony Analytical: First two (2) hours or portion thereof-portal	2 Hours	$ 390.00
Special Services Court-Receipted Exhibit Handling	Each	$ 75.00
With Return of Exhibit	Each	$ 35.00
Report Only (As To Specimen Disposition)	Each	$ 60.00
Rush Handling Laboratory	Each	$ 50.00
Rush Handling Office	Each	$ 50.00

FORM 14

Required Tests/Services Costs

Commodity / Service Description	Unit	Price
Analytical Subsequent Hours; Per Hour	1 Hour	$ 195.00
Chain of Custody: First Two (2) hrs. or portion thereof-portal	2 Hours	$ 390.00
Chain of Custody: Subsequent Hours; Per Hour	1 Hour	$ 195.00
Consultation / Case Review; Per Hour	1 Hour	$ 195.00
Interpretive or Testimony By Associates; Per Day	1 Day	$ 1,560.00
Custody Witness Specimen Pick-Up	N/A	See Footnote (C)
Custody Witness Special	N/A	See Footnote (C)
No Pick-Up Fee - Male/Female Central Arraignment / Can Nuys	1 Day	$ 45.00
Toxicologist Witness Fee (To LAPD)	1 Hour	$ 195.00
Toxicologist Witness Fee	1 Hour	$ 195.00
Declaration / Subpoenaed Records	Each	$ 25.00
Special Evidence Pick-Up	N/A	See Footnote (C)
Special Evidence Return	N/A	See Footnote (C)
Toxicologist Witness Fee	Each	$ 195.00
Special Handling	Each	$ 55.00
Mileage	Per Mile	Applicable IRS approved rate
Minimum Handling Fee	Each	$ 50.00
Consultation	Each	$ 50.00

Footnotes to table:

(A) - Semi-quantitative tests are no longer performed on these assays in common laboratory practices. The laboratory costs to perform a semi-quantitated procedure is the same as a quantitated procedure; however, quantitated results are considered to have much greater utility for forensic purposes. If the County insists that we perform semi-quantitated testing, we will offer this testing at the same pricing level as quantitated testing.

(B) - RIA and Analog are older, out-dated methodologies of laboratory testing that are no longer commonly used in general forensic laboratory practices to test for these substances. The County of Los Angeles has routinely requested FTA to perform these assays using more commonly used, updated technology for several years. Therefore, we are recommending that these tests be performed using alternate methods as outlined in Section XII - Page 42.

(c) - The fees for courier pick-up and drop-off services vary based on the location. Please refer to these fees as outlined in Section XII - Page 42.

FORM 14

Required Tests/Services Costs

Commodity / Service Description	Unit	Price
Methaqualone (Quaalude)	Blood	$ 50.00
Proloxin Semi-Quantitive	N/A	Not Applicable - See Footnote (A)
Opiates (including confirmation of Codeine and Morphine)	Blood	$ 140.00
Opiates (including confirmation of Codeine and Morphine) Semi-Quantitive	N/A	Not Applicable - See Footnote (A)
Opiates (including confirmation of Codeine and Morphine) Quantitative	Blood	$ 140.00
Oxycodone	Blood	$ 175.00
Phencyclidine (PCP)	Blood	$ 110.00
Phencyclidine (PCP) Semi-Quantitative	N/A	Not Applicable - See Footnote (A)
Phencyclidine (PCP) Quantitative	Blood	$ 175.00
Phencyclidine Analog (PHP)	N/A	Not Applicable - See Footnote (B)
Phenothiazines	Blood	$ 175.00
Propoxyphane (Darvon) and Metabolite	Blood	$ 175.00
Lysergic Acid Diathylamide (LSD) Quantitative	Blood	$ 250.00
Blood Drug Test Methadone Quantitative	Blood	$ 175.00
Alprazolam Quantitative	Blood	$ 175.00
Amphetamine or Methamphetamine	Blood	$ 125.00
Amphetamine or Methamphetamine Semi-Quantitative	N/A	Not Applicable - See Footnote (A)
Amphetamine or Methamphetamine Quantitative	Blood	$ 175.00
Barbiturates (including I.D.)	Blood	$ 125.00
Barbiturates (including I.D.) Quantitative	Blood	$ 175.00

JAN 05 2004

ATTACHMENT Q

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

FORENSIC ALCOHOL LABORATORY LICENSE

In accordance with the regulations in Sections 1215. through 1222.2 in Title 17 of the California Code of Regulations, the laboratory named below is hereby licensed to operate as a Forensic Alcohol Laboratory at the indicated address.

FORENSIC TOXICOLOGY ASSOCIATES
9348 De Soto Avenue
Chatsworth, CA 91311-4926

License Number: **04023**

Date License Issued: Jan. 01, 2004

Expiration Date: Dec. 31, 2004

Fee: $163.00

Owner or Administrator: John J. Treuting, Ph.D.
Person responsible for forensic alcohol analysis: Gregory D. Zavatsky

APPROVED ACTIVITIES: Laboratory meets qualifications to perform the following methods of forensic alcohol analysis for:

Types of Specimens			Methods of Analysis*
Blood	[X] Yes	[ ] No	GC
Urine	[ ] Yes	[X] No	
Tissue	[ ] Yes	[X] No	

*DIS (Distillation-Oxidation); DIF (Diffusion-Oxidation); GC (Gas Chromatography); ENZ (Enzymatic); OTH (Other, specifically _____)

Laboratory meets qualifications to conduct the following training programs for:

Forensic Alcohol Supervisors	[ ] Yes	[X] No
Forensic Alcohol Analysts	[X] Yes	[ ] No
Operators of Breath Testing Instruments	[ ] Yes	[X] No

Types of Instruments:

Laboratory meets qualifications to engage in the determination of accuracy of breath testing instruments for law enforcement agencies. [ ] Yes [X] No

Types of Instruments:

This license expires December 31 of the year shown above. Application for renewal shall be submitted by October 1 of that year to: State Department of Health Services, Attn: FOOD AND DRUG LABORATORY BRANCH, 850 Marina Bay Parkway, G-365, Richmond, CA 94804-6403

* * * * * * * * * * * * * * * *

State of California—Health and Human Services Agency
Department of Health Services

California
Department of
Health Services
SANDRA SHEWRY
Director

ARNOLD SCHWARZENEGGER
Governor

July 12, 2006

TO: FORENSIC ALCOHOL ANALYSIS LABORATORIES

SUBJECT: STATUS OF THE FORENSIC ALCOHOL ANALYSIS REGULATORY PROGRAM IN 2006

In 2005, new statutes, Health and Safety (H&S) Code Sections 100700 – 100703, went into effect, which eliminated the California Department of Health Services' authority to license laboratories engaging in the performance of tests by or for law enforcement agencies for the purposes of determining the concentration of ethyl alcohol in the blood of persons involved in traffic accidents or traffic violations. The Department retains its general authority to enforce the laws and regulations pertaining to forensic and breath alcohol analysis (H&S Code Section 100725) and H&S Code Section 100700(a) requires laboratories performing forensic alcohol analysis to comply with all of the current regulations until such time as these regulations are revised.

The Department convened an eight-member review committee to evaluate the Department's current regulations pertaining to Forensic Alcohol Analysis. The committee will propose revisions to the regulations necessary to ensure the competence of the laboratories and employees to prepare, analyze, and report test results and comply with applicable laws. To date, the review committee has conducted four meetings to propose such revisions. The meetings are still ongoing, and when the process has been completed, the committee will submit a summary of the proposed revisions to the California Health and Human Services Agency for approval.

The statutes clearly require the Department to continue a regulatory program. However, the loss of authority to license the laboratories has necessitated some changes in activities. The status of the current regulations and the Department activities that will be continued while the committee is reviewing the regulations are summarized in an enclosure.

Thank you for your ongoing support of the Forensic Alcohol Regulatory Program. If you should require any further information or clarification, please contact me at (510) 412-6220.

Mary A. Soliman

Mary Soliman, Ph.D., Chief
Food and Drug Laboratory Branch

Enclosure

Abused Substances Analysis Section, Food and Drug Laboratory Branch, 850 Marina Bay Parkway, G365, Richmond, CA, 94804-6403
Telephone: (510) 412-6220 FAX: (510) 412-6280 Internet Address: http://www.CDHS.ca.gov/fdlb/
C:\Documents and Settings\MSoliman.DHSINTRA\Local Settings\Temporary Internet Files\OLK23A\Adv FAA Activities in 2006 doc

Department of Health Services, Forensic Alcohol Regulatory Program Activities in 2006

Laboratory Proficiency Testing: The current regulations require the California Department of Health Services (CDHS) to evaluate the ability of forensic alcohol methods to meet the standards of performance requirements using a laboratory's proficiency test results. Such ability must meet the requirements of the regulations. CDHS will continue this activity, but will reduce the number of required testing events from three per year to two per year, and will substitute the forensic alcohol laboratories' required participation in an ASCLD/LAB approved proficiency-testing program for one of these two tests. However, the laboratories will be required to provide their analytical results in the ASCLD/LAB approved proficiency-testing program to the Department. The Department is imposing the two-test requirement during this interim period while the committee continues to review the regulations.

Qualification of Laboratory Personnel: The current regulations require that forensic alcohol analysis shall be performed only by persons qualified by CDHS as forensic alcohol supervisors, forensic alcohol analysts, or forensic alcohol analyst trainees. Individuals are nominated by the laboratories for qualification. This qualification is based on CDHS' review of a nominee's education and experience, and the nominee must successfully demonstrate accuracy in the analysis of proficiency test samples submitted by CDHS, and must successfully pass an examination prescribed by CDHS.

The laboratories will be required to comply with the current regulations concerning the qualification of laboratory personnel. CDHS will continue to qualify laboratory personnel based on a review of applications submitted by the laboratories and will continue to conduct proficiency tests and written examinations two times a year (in addition to the Laboratory Proficiency Test detailed above) to enable the laboratories to qualify personnel in a timely fashion. Each laboratory will continue to be required to keep up-to-date records of persons in its employ who have been qualified as forensic alcohol supervisors, forensic alcohol analysts, or forensic alcohol analyst trainees.

Site Inspections of Laboratories: CDHS will continue to have the regulatory authority to conduct laboratory inspections for cause in order to inspect records and to ensure compliance with the regulations when necessary.

Filing of Written Descriptions of Forensic Alcohol Methods: CDHS will no longer require forensic alcohol laboratories to have on file with CDHS written descriptions of the methods it uses for forensic alcohol analysis. The laboratories, however, will still be required to maintain detailed, up-to-date written descriptions of each method and to make these available to CDHS on request.

Approval of Training Programs: The current regulations require that laboratories providing any training intended for persons to satisfy the requirements of the regulations (e.g., breath alcohol instrument operator training) must submit descriptions of this training to CDHS for review and approval. CDHS will continue this practice.

State of California—Health and Human Services Agency
Department of Health Services

California Department of Health Services
SANDRA SHEWRY
Director

ARNOLD SCHWARZENEGGER
Governor

COPY

October 6, 2004

TO: Licensed Forensic Alcohol Analysis Laboratories

SUBJECT: Department of Health Services, Forensic Alcohol Analysis Laboratory Licensing Requirement

On August 27, 2004, Governor Schwarzenegger signed a bill, SB 1623, into law which will eliminate this Department's authority to license laboratories engaging in the performance of tests by or for law enforcement agencies of blood, urine, tissue, or breath samples for the purposes of determining the concentration of ethyl alcohol in the blood of persons involved in traffic accidents or in traffic violations. SB 1623 also eliminated any requirement that laboratories in the State performing the aforementioned tests be licensed by the Department.

The new statutes, which will go into effect January 1, 2005, generally require the laboratories to comply with all existing regulations. However, given the loss of authority to license the laboratories, this year, the Department will not enforce the requirement of the regulations (Section 1217.1) that a laboratory must annually apply for renewal of its license.

Sincerely,

Clay Larson, Chief
Abused Substances Analysis Section
Food and Drug Laboratory Branch

Abused Substances Analysis Section, Food and Drug Laboratory Branch, 850 Marina Bay Parkway, G365, Richmond, CA, 94804-6403
Telephone: (510) 412-6220 FAX: (510) 412-6280

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than $39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2007)
Cat. No. 20599I

FORENSIC TOXICOLOGY ASSOCIATES
A division of Pacific Toxicology Laboratories
9348 De Soto Avenue
Chatsworth, California 91311
(818) 598-3118 / (818) 598-2188 FAX

ATTACHMENT S

This space for court clerk use only
(Court Seal required)

DEFENSE COUNSEL:

_____
_____
_____
(_____) _____
(_____) _____FAX

PEOPLE OF THE STATE OF CALIFORNIA
Plaintiff

V.

_____
Defendant

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CASE NO. _____

CONFIDENTIAL ORDER UNDER SEAL APPOINTING AND ORDER FOR PAYMENT TO FORENSIC TOXICOLOGY ASSOCIATES, AND ORDER TO PRODUCE/RELEASE EVIDENCE; NOT TO BE REVEALED UNDER ORDER OF THE COURT.

Next appearance on _____

In Division _____

CHECK ONE:

☐ Original Order

☐ Amended Order for order dated _____, under same case number, including the following modifications and otherwise fully incorporated into and attached to said order. Modification: _____ _____ (e.g., See checkboxes below – specify test)

IT IS HEREBY ORDERED THAT:

☐ Forensic Toxicology Associates (FTA) obtain from defendant or defense attorney a _____ (e.g., blood, urine, hair, saliva) sample of defendant for chemical analysis; Or, if defendant then in custody at Jail, L.A. County Sheriff's Jail Medical Facility to allow representative of FTA access to defendant for the purpose of collecting specimen(s) and/or witnessing a representative of L.A.C. Sheriff's Jail Medical Facility collect specimen(s) from the defendant; FTA to retain custody of specimen for laboratory analysis. Booking #_____.

☐ The _____ (e.g., LAPD, Sheriff's Station, CHP) produce a _____ (e.g., blood, urine, hair, substance) sample taken from the defendant on or about _____ (date of arrest), held as evidence under DR # / URN # _____ (evidence #), and make a portion sufficient for chemical analysis (no less than_____ milliliters) of said sample available to a representative of FTA.

☐ ADDITIONALLY, Forensic Toxicology Associates (FTA) be given access to the entire evidence _____ for examination, photographs and/or gravimetric analysis. (DEA Registration # RF0301553).

Pursuant to Sections 730 and 952 of the Evidence Code, FTA analyze the _____ (e.g., blood, urine, hair) sample in the above case for _____ (e.g., cocaine, alcohol) content, including preservative if applicable, and otherwise inspect the integrity of the sample; provide a written report confidentially to the attorney for the defendant as requested; and provide consultation (basic drug metabolism and possible pharmaceutical sources of drug results only) at no further charge unless specified below. The fact of appointment and the results of analysis to remain confidential unless introduced by the defense at trial and upon further order of the court.

TYPE OF SERVICE REQUESTED (CHECK ONE):	SERVICES REQUESTED AT AN ADDITIONAL CHARGE:
☐ Positive/Negative Analysis (Identifies presence of drug)	☐ Expert Consultation/Case Review at $80.00 per hour.
☐ Quantitative Analysis (Precise amount of drug present)	☐ Expert Testimony at $350.00 per day.

IT IS FURTHER ORDERED THAT, upon receipt by the Los Angeles Superior Court of proof that expert services were rendered as ordered, the Los Angeles County Auditor-Controller make payment in accordance with the terms of the Agreement between the County of Los Angeles and Forensic Toxicology Associates, *a division of Pacific Toxicology Laboratories,* payable out of the General Fund upon the Treasurer of Los Angeles County, in favor of FTA. .

Date: _____ Judge: _____

CRIM 059B (Rev 02/08 – replaces CRIM 500)

FORENSIC TOXICOLOGY ASSOCIATES
A division of Pacific Toxicology Laboratories
9348 De Soto Avenue
Chatsworth, California 91311
(818) 598-3118 / (818) 598-2188 FAX

This space for court clerk use only
(Court Seal required)

DEFENSE COUNSEL:

_____
_____
_____
(_____) _____
(_____) _____FAX

PEOPLE OF THE STATE OF CALIFORNIA
Plaintiff

V.

_____
Defendant

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CASE NO. _____

CONFIDENTIAL ORDER UNDER SEAL APPOINTING AND ORDER FOR PAYMENT TO FORENSIC TOXICOLOGY ASSOCIATES, AND ORDER TO PRODUCE/RELEASE EVIDENCE; NOT TO BE REVEALED UNDER ORDER OF THE COURT.

Next appearance on _____

In Division _____

CHECK ONE:

☐ Original Order

☐ Amended Order for order dated _____, under same case number, including the following modifications and otherwise fully incorporated into and attached to said order. Modification: _____ _____ (e.g., See checkboxes below – specify test)

IT IS HEREBY ORDERED THAT:

☐ Forensic Toxicology Associates (FTA) obtain from defendant or defense attorney a _____ (e.g., blood, urine, hair, saliva) sample of defendant for chemical analysis; Or, if defendant then in custody at Jail, L.A. County Sheriff's Jail Medical Facility to allow representative of FTA access to defendant for the purpose of collecting specimen(s) and/or witnessing a representative of L.A.C. Sheriff's Jail Medical Facility collect specimen(s) from the defendant; FTA to retain custody of specimen for laboratory analysis. Booking #_____.

☐ The _____ (e.g., LAPD, Sheriff's Station, CHP) produce a _____ (e.g., blood, urine, hair, substance) sample taken from the defendant on or about _____ (date of arrest), held as evidence under DR # / URN # _____ (evidence #), and make a portion sufficient for chemical analysis (no less than_____ milliliters) of said sample available to a representative of FTA.

☐ ADDITIONALLY,

Pursuant to Sections 730 and 952 of the Evidence Code, FTA analyze the _____ (e.g., blood, urine, hair) sample in the above case for _____ (e.g., cocaine, alcohol) content, including preservative if applicable, and otherwise inspect the integrity of the sample; provide a written report confidentially to the attorney for the defendant as requested; and provide consultation (basic drug metabolism and possible pharmaceutical sources of drug results only) at no further charge unless specified below. The fact of appointment and the results of analysis to remain confidential unless introduced by the defense at trial and upon further order of the court.

TYPE OF SERVICE REQUESTED (CHECK ONE):	SERVICES REQUESTED AT AN ADDITIONAL CHARGE:
☐ Positive/Negative Analysis (Identifies presence of drug)	☐ Expert Consultation/Case Review at $80.00 per hour.
☐ Quantitative Analysis (Precise amount of drug present)	☐ Expert Testimony at $350.00 per day.

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Date: _____

Judge: _____