County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

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Director

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Chief Deputy Director

Board of Supervisors
GLORIA MOLINA
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Second District
ZEV YAROSLAVSKY
Third District
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Fourth District
MICHAEL D. ANTONOVICH
Fifth District

June 4, 2014

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

Dear Supervisors:

RECOMMENDATION TO APPROVE NEW CONTRACT FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES WITH TREATMENT ASSESSMENT SCREENING CENTER, INC. (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) seeks to contract with Treatment Assessment Screening Center, Inc. for Urine Sample Collection for Drug and Alcohol Testing Services. The contract provides Drug and Alcohol Testing Services for parents and primary caregivers whose drug and/or alcohol consumption has hampered their ability to care for their children. Drug and Alcohol Testing assists DCFS in ensuring the safety of children in its care. The services will be provided at numerous collection sites throughout the County. Additionally, DCFS seeks delegated authority to exercise the renewal options and amendments to increase or decrease maximum contract sum, if necessary, to accommodate unanticipated increase or decrease in units of service.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the contract (Attachment A) with Treatment Assessment Screening Center, Inc. (TASC) for Urine Sample Collection for Drug and Alcohol Testing Services. The term of the contract will be effective on July 1, 2014, and expire on June 30, 2015, with an option to extend for up to two (2) additional one-year periods through June 30, 2017, and for six (6) months through December 31, 2017, if such additional time is necessary to complete the solicitation or negotiation of a new contract. The maximum annual contract sum of the contract is $1,356,264 and will be financed using 36 percent ($488,255.04) Federal revenue, 33 percent ($447,567.12) State revenue, and 31 percent ($420,441.84) NCC. The maximum contract sum for the contract is $4,746,924, if all options to extend are exercised, and will be financed using 36 percent ($1,708,892.60) Federal revenue, 33 percent ($1,566,485.00) State revenue, and 31 percent ($1,471,546.40) net County cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2014-15 Adopted Budget.

2. Delegate authority to the Director of DCFS, or his designee, to exercise the two (2) one-year renewal options, and the six month renewal option by written notice. The Director of DCFS will notify the Board and the CEO in writing within ten (10) working days of execution of the renewals.

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

working days of execution.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the contract (Attachment A) with Treatment Assessment Screening Center, Inc. (TASC) for Urine Sample Collection for Drug and Alcohol Testing Services. The term of the contract will be effective on July 1, 2014, and expire on June 30, 2015, with an option to extend for up to two (2) additional one-year periods through June 30, 2017, and for six (6) months through December 31, 2017, if such additional time is necessary to complete the solicitation or negotiation of a new contract. The maximum annual contract sum of the contract is $1,356,264 and will be financed using 36 percent ($488,255.04) Federal revenue, 33 percent ($447,567.12) State revenue, and 31 percent ($420,441.84) NCC. The maximum contract sum for the contract is $4,746,924, if all options to extend are exercised, and will be financed using 36 percent ($1,708,892.60) Federal revenue, 33 percent ($1,566,485.00) State revenue, and 31 percent ($1,471,546.40) net County cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2014-15 Adopted Budget.

2. Delegate authority to the Director of DCFS, or his designee, to exercise the two (2) one-year renewal options, and the six month renewal option by written notice. The Director of DCFS will notify the Board and the CEO in writing within ten (10) working days of execution of the renewals.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The service provides DCFS with a tool to assist with determining whether or not children are safe in the home of their parents or caregivers or can be safely returned to their parents or caregivers when either in the past or present, substance abuse has been an identified factor in a child abuse or neglect investigation. Drug and Alcohol Testing Services assist in reducing the number of children requiring placement in out-of-home care and assist in the timely reunification of families. This is consistent with DCFS' goals to improve Child Safety, Permanency, and Access to Effective and Caring Services. If the recommended actions are not approved, drug/alcohol testing will not be readily available. The safety of the children under DCFS' supervision in the homes of parents/caregivers with a history of drug/alcohol abuse, and the efforts to return them to such homes quickly, will be compromised.

The current contract with Pacific Toxicology Laboratories (PTL) expires on June 30, 2014. The new contract with TASC will continue to provide Drug and Alcohol Testing Services for a substantial number of parents and primary caregivers whose excess drug and/or alcohol consumption may impair their ability to care for their children. The Urine Sample Collection for Drug and Alcohol Testing Services are expected to assist DCFS in achieving outcomes designed to ensure the safety of children in its care. As changes in units of service may occur during the contract period, DCFS needs the flexibility to execute contract amendments that would increase or decrease the contract

amount in ten percent (10%) increments of the maximum contract sum, based on any increase or decrease in units of service.

The services will be provided at numerous collection sites throughout the County with locations in all eight (8) Service Planning Areas.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal no. 3, Integrated Services Delivery: Recommendations that support the protection of youth within County systems.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Sum for the one-year contract is $1,356,264. The contract costs will be funded by 36 percent ($488,255.04) Federal revenue, 33 percent ($447,567.12) State revenue, and 31 percent ($420,441.84) NCC. The maximum contract sum for the new contract is $4,746,924, if all options to extend are exercised, and will be financed using 36 percent ($1,708,892.60) Federal revenue, 33 percent ($1,566,485.00) State revenue, and 31 percent ($1,471,546.40) NCC. Sufficient funding is included in the Department's FY 2014-15 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract is authorized under California Department of Social Services (CDSS), Manual of Policies and Procedures Section 23-601.

The Department has evaluated these services and determined that the Living Wage Ordinance (County Code Chapter 2.201) does not apply to the contract.

The Department has determined that a Cost-of-Living Adjustment (COLA) provision was not required for this new contract.

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

The following provisions were modified from the standard Board required contract language which are tailored for this Urine Sample Collection for Drug and Alcohol testing contract: 1) TASC's Arizona based employees will receive the Arizona Level 1 fingerprint clearance card; 2) TASC will notify the County within one business day when staff is terminated from working on this contract; 3) TASC employees working at a County based facility are required to return their Contractor employee badges to the County at the end of their employment; 4) The Consideration of Greater Avenues for Independence or General Relief Opportunities for Work Participants and Former Foster Youth for employment contract provision will only to apply to California based positions; and 5) The Safely Surrendered Baby Law information will be provided to all of TASC's California based employees; 6) TASC's Arizona based employees will receive information on Arizona's Safe Haven Law. These changes were reviewed and approved by County Counsel.

The contract includes language stipulating the County has no obligation to pay for expenditures beyond the contract amount. Further, TASC will not be asked to perform services that exceed the contract amount, scope of work, or contract effective dates.

DCFS will work with TASC to implement an effective transition plan. To every extent possible, DCFS will solicit the active participation of the current vendor in the transition.

The Chief Executive Office and County Counsel have reviewed the Board letter and the attached contract. The new contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS released an Invitation for Bids (IFB) for Urine Sample Collection for Drug and Alcohol Testing Services on September 16, 2013 and notified 173 interested parties by e-mail. DCFS advertised the IFB in four (4) newspapers of general circulation: The Los Angeles Times, LA Opinion, LA Sentinel, and HOY. The advertisement was also posted on the County's and DCFS' websites. Eleven (11) interested firms attended the Mandatory Bidders Conference on September 25, 2013. On December 4, 2013, DCFS received bids from four (4) firms and TASC was determined to be the lowest priced, responsive, and responsible Bidder.

Per the June 1, 2010 Board adopted motion and June 25, 2010 memorandum issued by the CEO regarding Arizona's Senate Bill 1070, DCFS received approval from the CEO on March 25, 2014 to recommend award of the Urine Sample Collection for Drug and Alcohol Testing Services contract to TASC, an Arizona based-company.

CONTRACTOR PERFORMANCE

The proposed contractor, TASC currently contracts with the Arizona Department of Economic Security; Arizona Department of Corrections; Pima County Adult Probation (Arizona); Collin County Community Supervisions and Corrections Department (Texas); and Department of Children and Family Services (Utah) to provide urine sample analysis and drug testing services and they informed DCFS that they are pleased with the quality of services provided by TASC. DCFS also verified that TASC met all required Information Technical System requirements to provide urine sample collection for drug and alcohol testing services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will continue a valuable tool for assessing drug and alcohol use/abuse by parents and primary caregivers of children brought to the attention of DCFS.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and Contract to DCFS and send one copy to the contractor.

1) Department of Children and Family Services
   Attention: Leticia Torres-Ibarra, Contracts Division Manager
   425 Shatto Place, Room 400
   Los Angeles, CA 90012

2) Treatment Assessment Screening Center, Inc.
Attention: Denise L. Mitchell, CFO
2234 North 7th Street
Phoenix, AZ 85006

Respectfully submitted,

PHILIP L. BROWNING
Director

PLB:EM
LTI:EO

Enclosures

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

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

AND

TREATMENT ASSESSMENT SCREENING CENTER

July 1, 2014

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

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
URINE SAMPLE FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT

Urine Sample/Drug and Alcohol Testing Services (hereinafter referred to as "Contract").

This Contract is made and entered into this 1st day of July 2014, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Treatment Assessment Screening Center
hereinafter referred to as "CONTRACTOR."

RECITALS

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

WHEREAS, the COUNTY desires to provide funding for urine sample for drug and alcohol testing services**;** and

WHEREAS, the CONTRACTOR is a private company engaged in providing urine sample for drug and alcohol testing services; and

WHEREAS, this contract shall provide services pursuant to the provisions of State Assembly Bill 84; and

WHEREAS, this contract shall provide services pursuant to the provisions of the Office of Management and Budget (OMB) Circular A-122; and

WHEREAS, the CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and for the purpose of this Contract, considers itself a sub-recipient insofar as compliance with Office of the Management and Budget (OMB) Circular A-133 and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto 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. No change to this Contract shall be valid unless prepared pursuant to Part II, “Changes and Amendments” and signed by both parties.

1.2 Exhibits A, A-1, A-2, A-3, A-4, B-1 and B-2, C, D, E, F-1, F-2, F-3, G, H, I, J, K, L, and M) are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Contract, (2) Exhibit A, Statement of Work, and (3) Exhibits.

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

A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.

B. “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

C. “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

D. “COUNTY” – means the County of Los Angeles and includes the Department of Children and Family Services.

E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

F. “COUNTY Program Manager” – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

G. “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

H. “DCFS” – means COUNTY’s Department of Children and Family Services.

I. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his authorized designee.

J. “Fiscal Year(s)” - means the 12 month period beginning July 1st and ending the following June 30th.

K. “Maximum Contract Sum” - means the total amount to be paid under this contract.

L. “Participant” - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

M. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

N. “Subcontract” - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

O. “State” - means the government of California.

2.0 TERM

2.1 The term of this Contract shall commence on July 1, 2014 and shall expire on June 30, 2015, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR.

2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin

any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

2.4 CONTRACTOR shall notify COUNTY when this Contract is within six months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager at the address herein provided in Exhibit K, COUNTY's Administration.

3.0 CONTRACT SUM

3.1 The Maximum Contract Sum for this contract is One million three hundred thirty eight thousand eight hundred and seventy six dollars ($1,338,876).

3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B-1, Bid Price for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 6.0, Invoices and Payments, of this Contract.

3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

3.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event,

CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit K, COUNTY's Administration as stated in Part I, Unique Terms and Conditions, Section 10, Notices.

3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

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

4.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents and volunteers ("County Indemnities'") from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities'.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is

sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

5.1.1 Evidence of Coverage and Notice to COUNTY**:** A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a

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

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

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

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

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

5.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

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

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

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

5.1.10 Application of Excess Liability Coverage: CONTRACTORs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

5.1.13 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

5.2 Insurance Coverage Requirements:

5.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

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

5.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

5.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

6.0 INVOICES AND PAYMENTS

6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

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

6.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which

are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html.

6.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

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

6.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

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

6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving

notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

6.8.1 Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306, inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.

6.8.2 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a)-(d).

6.8.3 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate invoices for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.

6.8.4 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).

6.8.5 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.

6.8.6 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if forgoing an informal hearing,

must request the State fair hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.

6.8.7 If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Once due process has expired or administrative remedies are exhausted in favor of COUNTY, COUNTY may seek additional recourse for collection in compliance with MPP 45-304 through 45-306, inclusive, including interest and other remedies as set forth in the CONTRACT, by and between COUNTY and CONTRACTOR.

6.8.8 In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 3. CONTRACTOR may, at its election, forgo an informal hearing and request a State Fair Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.

6.9 CONTRACTOR is responsible for the accuracy of all invoices submitted to COUNTY. It is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted and to notify COUNTY within thirty (30) Days of the receipt of any payment that is incorrect.

6.9.1 All correspondence regarding payment errors shall be sent by either facsimile or first class mail, or by electronic mail.

6.9.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and

upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within thirty (30) Days to:

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

And a duplicate copy of the notices/payment to:

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

6.9.3 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:

DCFS Finance Services Division,
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

6.9.4 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five (5) calendar days.

6.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation,

whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

6.11 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.11.1 COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 -.5, inclusive, and condition CONTRACTOR'S payments on timely submittal of invoices and the provision of requested information, by a date certain. Delay in providing this information as set forth, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.

6.11.2 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:

DCFS Finance Services Division,
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

6.11.3 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five (5) calendar days.

6.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation,

whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

6.13 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

7.0 Background and Security Investigations

7.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. For any of Contractor's staff performing service in California, such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to criminal conviction information. For those employees performing services in Arizona, each employee must have a current Arizona Level I fingerprint clearance card as described in Arizona Revised Statute Title 41, Chapter 12, Article 3.1. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

7.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in

contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

7.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

8.0 Confidentiality

8.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

8.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract**.**

8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit E, "Contractor Acknowledgement and Confidentiality Agreement."

8.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

8.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

8.6 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or

professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 8.6, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

9.0 CONTRACTOR'S STAFF IDENTIFICATION

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

9.2 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract.

9.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY, for CONTRACTOR employee's working at a COUNTY facility, on the next business day after the employee has been removed from working on the COUNTY's Contract.

10.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class or electronic mail, postage prepaid, addressed to the parties as identified in Exhibit J, CONTRACTOR's Administration and Exhibit K, COUNTY's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party.

11.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

11.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

11.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

11.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

11.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

11.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

11.4.2 In addition to the amount described in Sub-Section 11.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

11.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

11.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit J, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit K, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

2.1.1 The responsibilities of the COUNTY's Program Manager include:

2.1.1.1 Ensuring that the objectives of this Contract are met;

2.1.1.2 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;

2.1.1.3 Meeting with CONTRACTOR's Program Director on a regular basis; and

2.1.1.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

2.1.2 The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.2 COUNTY's Contract Program Monitor

2.2.1 The COUNTY's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies

against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 For any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and COUNTY's Board of Supervisors or the Director, or his designee, in the event the Director has the delegated authority from the Board of Supervisors (BOS).

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Board of Supervisors or Director of DCFS if the Board of Supervisors has delegated the authority to do so.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the COUNTY's Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.5 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract.

8.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

8.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 8.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

9.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D.

10.0 COMPLAINTS

10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

10.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.

10.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five business days of receiving the complaint.

10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

10.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three business days.

11.0 COMPLIANCE WITH APPLICABLE LAWS

11.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

11.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

11.1.2 For contract over $10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

11.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

11.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate

defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 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 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH 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 Exhibit H, and incorporated by reference into and made a part of this Contract.

13.1 Written Employee Jury Service Policy

13.1.1 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.

13.1.2 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 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 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

13.1.3 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 Jury Service 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 term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

13.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this 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.

14.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with

provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

15.0 CONFLICT OF INTEREST

15.1 No COUNTY employee and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

15.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

16.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

16.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR, if the position is located in California.

16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority, if the position is located in California.

17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

18.1 CONTRACTOR shall establish and maintain an accounting system have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions, including contracting billing records management and quality assurance, as described in Exhibit F-1, Auditor-Controller Contract Accounting and Administration Handbook.

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

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 A responsible contractor is one 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.

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

the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

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

20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was

imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

20.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://laCounty.info/doing_business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http://www.epls.gov/epls/search.do?multiName=true

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORs to complete the certification in Exhibit L, the COUNTY seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

22.0 CONTRACTOR'S WORK

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

24.1 <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

24.2 <u>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute

default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

25.0 EMPLOYEE BENEFITS AND TAXES

25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

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

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

26.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

26.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

27.0 EVENTS OF DEFAULT

27.1 Default for Non-Performance

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

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

27.2 Default for Insolvency

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

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

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

28.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 This section will only apply if the position is in California.

30.2 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 17.0 and 16.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

30.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.4 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

32.0 INDEPENDENT CONTRACTOR STATUS

32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to "CONTRACTOR's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata

from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

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

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://laCounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

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

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of

services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 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, attached hereto as Exhibit G.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

42.0 PROPRIETARY RIGHTS

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

42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”

42.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 42.4 for:

42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 42.3;

42.5.2 Any materials, data and information covered under Sub-section 42.2; and

42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY’s computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY’s prior written consent.

42.8 The provisions of Sub-sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY’s right to audit and inspect CONTRACTOR’s

documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

43.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

44.0 PUBLICITY

44.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

44.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Program Manager. The COUNTY shall not unreasonably withhold written consent.

44.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

45.3 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 45.1 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash

payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

46.0 RECYCLED-CONTENT PAPER

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

47.0 SAFELY SURRENDERED BABY LAW

47.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law, for California employee's only.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

47.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

47.3 CONTRACTOR shall notify and provide its Arizona based employees, and shall require each Arizona based Subcontractor to notify and provide to its employees information on Arizona's Safe Haven Law, its implementation and where and how to safely surrender a baby.

48.0 SHRED DOCUMENT

48.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a

locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents and papers are to be recycled.

48.2 Documents for record and retention purposes in accordance with Subsection 46.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR**.** Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY’S request:

49.2.1 A description of the work to be performed by the Subcontractor

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

49.4 CONTRACTOR shall remain fully responsible for all performances required prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

49.5 COUNTY’s consent to subcontract shall not waive the COUNTY’s right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

49.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this

Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:

49.7.1 An executed Exhibit B, Attachment C-1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and

49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

49.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.

49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms “Subcontractor” and “Subcontractors” mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR’s default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which

are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

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

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

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

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

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

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 USE OF FUNDS

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

56.2 CONTRACTOR shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary Services, as specified in this Contract. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A–122 (Exhibit F-2); and 45 CFR 74.27 (Exhibit F-3), and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit F-1).

56.3 CONTRACTOR shall ensure all its uses of AFDC-FC funds it receives or spends are subject to review and/or audit by the COUNTY'S Auditor-Controller, or designee or DCFS, or its designee.

56.3.1 In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for

such audit exceptions, as determined by the DCFS, upon demand by COUNTY.

56.3.2 CONTRACTOR agrees all its financial transactions related to its Provision of Services under this Contract are subject to review and/or audit by the COUNTY'S Auditor-Controller, or designee or DCFS, or its designee.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

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

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By_____
Chairman, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

_____
CONTRACTOR

By Douglas K Kramer

Name DOUGLAS K KRAMER

Title CEO

By Denise L Mitchell

Name Denise L Mitchell

Title Controller

86-0377987
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI., County Counsel

BY _____
David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By_____
Chairman, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

_____
CONTRACTOR

By Douglas K Kramer

Name DOUGLAS K KRAMER

Title CEO

By Denise L Mitchell

Name Denise L Mitchell

Title Controller

86-0377987
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APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI., County Counsel

BY David Beaudet
David Beaudet, Senior Deputy County Counsel

County of Los Angeles
Department of Children and Family Services

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

EXHIBIT A: STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
STATEMENT OF WORK

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STATEMENT OF WORK

1.0 PREAMBLE

Refer to the Preamble detailed on page 1 of this IFB. Upon execution of contract(s), the Preamble would then be listed in this section.

2.0 INTRODUCTION

Drug and alcohol testing through urine sample collection is required where parents or primary caregivers of children receiving DCFS services are suspected of illicit drug and/or alcohol use and the children have been assessed to be safe in the home of their parents or primary caregiver so long as these caregivers are not consuming illicit drugs or excess amounts of alcohol. Drug and alcohol testing is often one of the final attempts to assess if out-of-home placement of children is necessary (or to facilitate the reunification of children who have been placed out-of-home) if the assessment has been made that the parents or primary caregivers are currently using drugs or alcohol.

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

3.0 DEFINITIONS

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

3.1 Alcohol Testing - A method of measuring the presence of alcohol in a person's body through analysis of urine specimen.

3.2 Centers for Medicare and Medicaid Services (CMS) – regulates all laboratory testing (except research) performed on humans in the U.S. through the Clinical Laboratory Improvement Amendments of 1988 (CLIA).

3.3 Certified Drug-testing Laboratory – a laboratory certified by Substance Abuse and Mental Health Services Administration (SAMHSA); or College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) where urine analyses shall be conducted.

3.4 Chain of Custody – Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. CONTRACTOR shall develop appropriate Chain of Custody form(s).

3.5 Children's Social Worker (CSW) – Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.

3.6 Client '800' Hotline Number – A toll free number maintained by the COUNTY where the CONTRACTOR records a message in English and Spanish, Sundays through Thursdays between 6:00 p.m. and 6:30 p.m., indicating the first letter of the last name of those clients who must report for random testing along with the day and date on which the specimens will be collected.

3.7 CLIA ***exempt* laboratory** – A laboratory that has been licensed or approved by a State where CMS has determined that the State has enacted laws relating to laboratory requirements that are equal to or more stringent than CLIA requirements and the State licensure program has been approved by CMS in accordance with subpart E in the CLIA.

3.8 Collection Sites – A facility provided by CONTRACTOR, and approved by the County Program Manager, where COUNTY clients present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs. The sites have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, including chain of custody procedures, security, temporary storage, and shipping or transportation of urine specimen to a certified drug-testing laboratory.

3.9 COUNTY – The Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.

3.10 COUNTY Program Manager (CPM) – COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.

3.11 COUNTY Random Drug and Alcohol Testing Program – Testing schedule whereby clients are selected to test on a randomly selected day once during each period of ten business days and no more than two times per month. The clients are informed of the days on which they have been selected to test by means of a call-in message system maintained recorded by the CONTRACTOR.

3.12 Dependency Court – A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.

3.13 D/L Isomer Test – A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding.

3.14 Drug Panel – An assay designed for qualitative determination of drug substances in human urine specimens.

3.15 Drug Testing – A method of measuring the presence of drug in a person's body through analysis of urine specimen.

3.16 EMIT – Enzyme Multiplied Immuno-Assay Technique – a screening or initial test that uses antibodies to detect the presence of a drug or metabolite in urine. It is used to eliminate "negative" urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing.

3.17 Five Panel Drug Test – Drug panel that includes Amphetamines (Amphetamine, Methamphetamine, and MDMA/ Methylenedioxymethamphetamine), Cocaine Metabolites, Cannabinoids, Phencyclidine, and Opiates (Codeine, Morphine, and Hydrocodone).

3.18 GCMS – Gas Chromatography/Mass Spectrometry – a confirmatory test to identify the presence of specific drug or metabolite. It is a combination of two different analytical techniques. Gas chromatography physically separates the various substances that have been extracted from a specimen. Mass spectrometry is the technique used to provide a positive identification of substances that were separated by the gas chromatograph.

3.19 On-Demand Testing – A test requested usually for the same day the Referral is submitted or for a specific date chosen by the CSW, or requested by the dependency court.

3.20 Quality Assurance Plan – The plan developed by CONTRACTOR which defines all necessary measures to be taken by the Contractor to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the agreement's Statement of Work.

3.21 Random Testing – A test on a ten-day workday schedule, where the client is tested twice a month.

3.22 Referral – An authorization for drug and alcohol testing issued either by the Dependency Court or the CSW to the COUNTY client to provide urine specimen at a specific time and location.

3.23 Service Component – Emergency Response (ER), Family Maintenance (FM), Family Reunification (FR), Permanent Plan (PP), Voluntary Family Maintenance (VFM), Voluntary Family Reunification (VFR), and OTHER.

3.24 Specialized Schedule – Testing is set on a regular frequency or interval (i.e., weekly, twice a week, once a month, etc.) for a specific period of time as determined by the Dependency Court.

3.25 Supervising Children's Social Worker (SCSW) – Supervisors with the Department of Children and Family Services (DCFS) who supervise, or meet the eligibility to supervise CSWs.

3.26 Urine Specimen Collection – The process of gathering urine samples provided by the clients as ordered by the Dependency Court or the CSW.

4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS

4.1 The COUNTY shall provide a Program Manager to coordinate the delivery of the services of this Contract with the CONTRACTOR'S Project Director (CPD).

4.2 The COUNTY's Program Manager (CPM) and designated alternate are:

Carla Flores
(213) 739-6405/e-mail: florece@dcfs.lacounty.gov
425 Shatto Place, Room 500
Los Angeles, CA 90020

Donna Fernandez
(213) 351-5714/e-mail: fernadc@dcfs.lacounty.gov
425 Shatto Place, Room 500
Los Angeles, CA 90020

4.3 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

4.4 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in anyway whatsoever beyond the terms of this Contract.

4.5 The COUNTY shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this contract.

4.6 Monitoring may be performed by the CPM or designated alternate or any other individual or group authorized by the CPM.

4.7 COUNTY may provide a User Complaint Report (Exhibit A-2) or other written or oral notice to CONTRACTOR whenever the requirements of this Contract are not being met.

5.0 CONTRACTOR'S REQUIREMENTS

5.1. CONTRACTOR shall provide a Project Director to manage all operations in connection with providing the services of this Contract. The CONTRACTOR's Project Director (CPD) is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.

5.1.1. The name and phone number of the Program Director and that of an alternate who is authorized to act on behalf of the CONTRACTOR in the Program Director's absence shall be designated in writing under Attachment I, Contractor's Administration. The CPD and delegated alternate are:

CPD:	Denise Mitchell
	(602) 417-2204 direct
	(480) 322-7105 cell
	Email: dmitchell@tascsolutions.org

Alternate:	Marrya Briggs
	(602) 417-2213 direct
	(602) 377-0222 cell
	Email: mbriggs@tascsolutions.org

5.1.2. The CPD and designated alternate must be able to read, write, speak and understand English.

5.1.3. CONTRACTOR shall immediately notify the CPM of any change in the CPD.

5.1.4. The CPD or designated alternate shall be available to COUNTY's authorized personnel during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except COUNTY holidays.

5.1.5. CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CPD or other manager in the employ of the CONTRACTOR shall supervise all of the CONTRACTOR's personnel.

5.1.6. CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the County Program Manager or designated alternate.

5.1.7. CONTRACTOR shall not permit any employee to perform services under this contract if the employee is physically or mentally incapacitated or is under the influence of any substance, such as alcohol, medication, and narcotic, to the extent that the employee's performance would be impaired.

5.1.8. The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove from any work under this Contract, any of its personnel who the

COUNTY Program Manager determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

6.0 HOURS OF OPERATION

6.1 CONTRACTOR shall operate Collection sites located for the designated hours in each of the Service Planning Area's listed below on the following days:

SPA 1	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00 pm
SPA 2	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00
SPA 3	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00 pm
SPA 4	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00 pm
SPA 5	Monday-Friday 7:00 am to 7:00 pm
SPA 6	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00 pm
SPA 7	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00 pm
SPA 8	Monday-Friday 7:00 am to 7:00 pm

6.1.1 At least one collection site per Service Planning Area (SPA) should open at 7:00 am and at least one collection site per SPA should close at 7:00 pm each day. All other week-day hours shall be a combination of hours in the 12 hour range. Each SPA shall have at least one collection site open for the entire number of Saturday hours listed in 6.1.

6.2 CONTRACTOR shall make every effort to provide notice to CPM two weeks in advance of any change in Collection Site location or hours of operation. Changes in Collection Sites are subject to the approval of the COUNTY.

6.3 CONTRACTOR shall operate the Collection Sites Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. Additional hours or days may be provided by CONTRACTOR at no additional cost to COUNTY.

6.3.1 CONTRACTOR shall make every effort to provide notice to CPM two

weeks in advance of any change in Collection Site location or hours of operation. Changes in Collection Sites are subject to the approval of the COUNTY.

7.0 REFERRAL PROCESS

7.1 DCFS will initiate alcohol and drug testing by requiring its clients to report to a Collection Site to provide a urine sample. CSWs may refer a client at any time, and may request that a client be tested based on one or more of the following methods: (1) a **Random Testing schedule**; (2) an **On-Demand** basis as specified in this Contract; or (3) **Specialized Schedule** as ordered by the Dependency Court.

7.1.1 Referrals will be submitted to CONTRACTOR by: (1) COUNTY Staff.

7.1.2 Referrals will be submitted electronically through the DCFS Drug and Alcohol Testing Referral system or by fax as a back up method.

7.1.3 CONTRACTOR shall contact the CSW to obtain clarification if and when a Referral is in question due to inaccurate information before turning the client away. In the absence of the CSW, CONTRACTOR should contact the SCSW, given that a phone number was provided.

7.2 <u>Random Drug and Alcohol Testing</u>

7.2.1 COUNTY will determine which Collection Site to refer a client enrolled in the random drug and alcohol testing schedule.

7.2.2 CONTRACTOR shall attach each Referral to a chain of custody form and forward to CONTRACTOR's Collection Sites for urine sample processing.

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

7.3.1 COUNTY will determine which Collection Site to refer a client On-Demand.

7.3.2 CONTRACTOR shall permit clients to test on demand if COUNTY has not yet submitted the referral electronically, but the client has a hard copy of a court order from Dependency Court. However, CONTRACTOR shall not report test results for such clients until the CSW has submitted an electronic Referral. CONTRACTOR shall contact the CSW to submit the electronic Referral. In the absence of the CSW, CONTRACTOR should contact the SCSW, given that a phone number was provided.

7.3.2.1 In all cases where Dependency Court refers a client for testing in this manner, COUNTY must submit the electronic Referral once apprised of the information.

7.3.3 CONTRACTOR shall attach Referrals to a chain of custody form and forward to CONTRACTOR's Collection Sites for urine sample processing.

7.3.4 For the On-Demand testing, if a client walks in to the site requesting to test and there is no electronic Referral, CONTRACTOR shall contact the CSW to submit the electronic Referral. In the absence of the CSW, CONTRACTOR should contact the SCSW, given that a phone number was provided before turning the client away.

7.3.4.1 If any client arrives at the Collection Site after CONTRACTOR's collection or testing hours, the Collection Site shall turn the client away and not collect the sample and advise the client to contact their CSW regarding a new testing referral.

7.4 <u>Specialized Schedule (e.g., weekly, twice a week, once a month, etc.)</u>

7.4.1 COUNTY will refer clients for testing under a Specialized Schedule when initiated by a Juvenile Dependency court order.

7.4.2 COUNTY will determine which Collection Site to refer a client enrolled in a Specialized Schedule.

7.4.3 COUNTY will specify the Specialized Schedule in the electronic Referral form, and will include the specific Court ordered language regarding drug testing in the electronic referral form sent to the CONTRACTOR.

7.4.3.1 In the event that CONTRACTOR is not informed of the court orders simultaneously with the electronic referral received, CONTRACTOR shall not report test results for such clients until the CONTRACTOR receives the court order.

7.4.4 CONTRACTOR shall attach Referrals to a chain of custody form and forward to CONTRACTOR's Collection Site for urine sample processing.

7.5 <u>Tracking and Scheduling</u>

7.5.1 CONTRACTOR shall track all clients participating in the Drug and Alcohol Testing Program with the following information:

- Name of Client;
- Client's date of birth;
- DCFS Case or Referral Number (if client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed);
- Type of Testing schedule (e.g. random, on-demand, or specialized schedule);
- Test Date;
- Test Results;

- Court Order?(Yes or No);
- DCFS Service Component Type (e.g. ER / FM / FR / PP/ VFM/ VFR/ Other);
- Is client Diabetic? (Yes or No);
- Collection Site ID;
- DCFS CSW's office location;
- DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed);
- DCFS CSW's file number (if client is associated with more than one file number, all associated file numbers must be listed);
- Termination Date

7.6 Secured Web-Based Referral System Requirements

7.6.1 DCFS Drug and Alcohol Testing Referral System is a web based application that collects the referral transactions submitted by COUNTY.

7.6.2 DCFS Drug and Alcohol Testing Referral System shall prepare the DCFS electronic referral encrypted transaction file and store the file at the County's ISD file server.

7.6.3 The DCFS electronic referral transaction file contains a Header Record that signifies the start of the file and a trailer record that signifies the end of file. The Trailer record contains the number of transaction records sent.

7.7 DCFS System Requirements

7.7.1 CONTRACTOR shall provide and maintain an automated tracking system at no additional cost to the COUNTY that will store and organize all of the information regarding drug and alcohol tests, referrals, and results.

7.7.2 CONTRACTOR shall be able to receive and process the DCFS electronic referral encrypted transaction file every half hour through Secured File Transfer Protocol (SFTP) on each business day.

7.7.2.1 CONTRACTOR shall receive the encrypted transaction file from the COUNTY'S ISD file server via SFTP.

7.7.2.2 CONTRACTOR shall be able to decrypt the DCFS electronic referral encrypted transaction file using one of the following methods:

- SFTP encryption/decryption
- Secure Shell (SSH2) Public Key
- Pretty Good Privacy (PGP) Open/(PGP) Key

7.7.2.3 CONTRACTOR shall verify the number of transaction records in

the DCFS electronic referral transaction file using the Trailer Record count.

7.7.2.4 CONTRACTOR shall send DCFS a rejection File Message via email if the number of transaction records in the DCFS electronic referral transaction file does not match the Trailer Record Count.

7.7.2.5 CONTRACTOR shall send DCFS an acceptance File Message via email if the number of transaction records in the DCFS electronic referral transaction file matches the Trailer Record Count.

7.7.2.6 CONTRACTOR shall ensure that all clients in the referral transaction file are successfully enrolled for testing based on the schedule (i.e. random, on-demand, specialized schedule) noted on the referral.

7.7.3 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with Part I, Section 7.0, Confidentiality, of the Contract.

8.0 COLLECTION SITES/COLLECTION PROCESS

8.1 CONTRACTOR shall refer to Exhibit A-3, (Listing of Priority ZIP Code Areas for Collection Sites) which identifies geographical areas where COUNTY Collection Sites are needed. CONTRACTOR shall establish and maintain a minimum of 21 Collection Sites dispersed throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles.

8.1.1 CONTRACTOR shall provide a minimum number of 21 Collection Sites for each SPA or group of ZIP codes as indicated in Exhibit A-3, (Listing of Priority ZIP Code Areas for Collection Sites).

8.1.2 CONTRACTOR shall make every effort to maintain 21 Collection Sites within the listed priority zip codes. CONTRACTOR shall notify the COUNTY, in writing, within 8 hours of determining that the CONTRACTOR is unable to maintain a Collection Site within a listed priority zip code along with a plan to locate a new Collection Site within the priority zip codes list.

8.1.2.1 If the CONTRACTOR is unable to locate a Collection Site within the priority zip codes list within 30 days of the initial notification to the COUNTY that they are seeking a new Collection Site, CONTRACTOR shall notify the COUNTY, in writing, of all efforts made to locate a Collection Site within the priority zip codes list. And, if agreed upon by the COUNTY Program Manager, CONTRACTOR may locate a Collection Site outside of the priority zip codes list. The COUNTY Program Manager must

approve any Collection Sites located outside of the priority zip codes list.

8.2 CONTRACTOR shall ensure that all Collection Sites perform urine specimen collection witnessed by a person of the same sex as the client giving the specimen, and that the site begins and maintains a verifiable and reliable chain of custody.

8.3 Each morning, CONTRACTOR shall send the Collection Sites a list of all participants in the DCFS Random Drug and Alcohol Testing schedule and a list of all participants who have been called to test at that particular Collection Site on the date of transmission through a secured and accurate delivery method to each Collection Site.

8.4 Thereafter, throughout the day, and within 20 minutes of receipt of referrals, CONTRACTOR shall send each Collection Site authorization to collect a sample from On-Demand clients.

8.5 CONTRACTOR shall ensure that COUNTY clients who provide urine specimens at the Collection Sites do so only with prior written authorization for On-Demand or specialized schedule testing by the DCFS or in accordance with the COUNTY Random Drug and Alcohol Testing schedule. Refer to Section 13.0, Toll Free Number for DCFS Clients.

8.6 CONTRACTOR shall request DCFS clients to produce a valid photo identification document (e.g., Driver's license, passport, employer identification card, etc) and verify that the client is the person whom he or she claims to be.

8.6.1 DCFS clients who do not possess a valid photo identification document will be provided with a document with his/her photograph on a DCFS letterhead by COUNTY (Note: The client's photo must be of a quality that clearly identifies the client), with the following information: Name of Client, Date of Birth, and Case Number, CSW and SCSW names and phone numbers and at least one of their signatures, and the following language: "This serves as a means to allow the client named herein to participate in the DCFS Drug and Alcohol Testing Program Only."

8.7 CONTRACTOR shall give each client, who has a given a urine specimen a copy of a receipt indicating the date and time of the sample collection.

8.8 CONTRACTOR shall provide written documentation to a client who appears for testing during testing hours of operation and is unable to test. Documentation shall include reasons for the client's inability to test.

8.9 DCFS may withhold payment to CONTRACTOR for any costs incurred for urine specimen collection not performed in accordance with the DCFS Random Drug and Alcohol Testing Program or without prior written or verbal authorization by COUNTY for On-Demand or Specialized testing.

8.10 CONTRACTOR shall certify and report the results of individual urine tests within: one business day for negative results and "no shows" and within three business days for positive tests, following the sample collection.

8.10.1 CONTRACTOR may hold test results beyond the identified timeframes if, in accordance with this Contract, a client was permitted to test and the CONTRACTOR has not received the appropriate and complete documentation from the COUNTY in order to release the test results within the designated timeframe. (e.g., The COUNTY has not provided an on-demand referral form with the signature/approval of a SCSW.)

9.0 SPECIMEN SCREENING, ANALYSIS, AND CERTIFICATION

9.1 CONTRACTOR shall perform an initial screening and test all urine specimens submitted for alcohol and/or drug testing to detect positive or negative screening results for the Five Panel Drug Test.

9.2 Tests from the Special Drug Test Panel can be performed, if requested by the CSW and prior written approval was received from the CMP. CONTRACTOR shall conduct such screening utilizing Enzyme Multiplied Immuno-Assay Technique (EMIT) testing.

9.3 All urine specimens initially screened as negative for the substances noted shall be reported as negative. All urine specimens, which are positive in the initial screen, shall be subjected to further confirmation of positive results.

9.4 CONTRACTOR shall perform confirmation of all urine specimens submitted for drug testing which yield positive results in the initial screening process to substantially determine the validity of positive screen results. The confirmation shall be conducted by utilizing Gas Chromatography/Mass Spectrometry (GCMS).

9.4.1 All urine drug tests that yield positive for Amphetamines should be conducted by utilizing the D/L Isomer test.

9.5 When requests for outside retests of specimens are made by the COUNTY or the Dependency Court, the CONTRACTOR shall send the specimen to the designated outside laboratory at no charge to DCFS. The requestor shall make all necessary arrangements with the outside laboratory performing the retest.

9.6 All drug analyses shall be conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or accredited by the College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT). CONTRACTOR shall provide proof of the certification.

10.0 ALCOHOL ANALYSIS AND CERTIFICATION

10.1 CONTRACTOR shall analyze urine specimens collected for alcohol testing for clients testing specifically for alcohol, or for alcohol tests specified in conjunction with drug tests.

10.2 All samples that screen positive for alcohol will automatically be tested for urine glucose (at no additional charge to the COUNTY) to identify the possibility of fermentation due to diabetic conditions of the client.

10.3 If CONTRACTOR identifies as glucose positive a urine specimen of a client who has not been identified as diabetic by COUNTY, the CONTRACTOR shall notify the COUNTY, within one business day from the end of the day in which the glucose positive was identified. Written notification shall be provided by fax or delivered by courier or United States Postal Service at CONTRACTOR's expense.

10.4 All alcohol analyses shall be conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA); or accredited by the College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT); or some other certification of equal or greater technical rigor. CONTRACTOR shall provide proof of the certification.

11.0 CHAIN OF CUSTODY

11.1 CONTRACTOR shall maintain a continuous chain of custody for all urine specimens collected for drug and/or alcohol testing utilizing their Chain of Custody Form and according to standard industry practice. CONTRACTOR shall account for the integrity of each specimen by tracking its handling from the point of collection to its final disposition.

11.2 All urine specimens, which are collected and test negative shall be maintained in storage, at CONTRACTOR's expense, for a period of not less than 7 days from the date the specimen was collected.

11.3 All urine specimens, which are collected and test positive shall be maintained in storage, at CONTRACTOR's expense, for a period of not less than one year from the date the specimen was collected.

12.0 WARM LINE

12.1 CONTRACTOR shall establish and maintain a "warm line" defined as a designated toll free telephone line for DCFS CSWs, the Dependency Court, and other designated COUNTY personnel to provide information and consultation on test results and the COUNTY's procedures/process related to Drug and Alcohol Testing. CONTRACTOR shall respond to inquiries through the phone line Monday through Friday, during the hours of 8:00 a.m. to 5:00 p.m.

12.2 This line shall not ring busy, shall be picked up by the fourth ring and shall be answered by the CONTRACTOR.

13.0 TOLL FREE NUMBER FOR DCFS CLIENTS

13.1 CONTRACTOR shall administer and operate a toll free ‘800’ Client Hotline Service for the COUNTY Random Drug and Alcohol Testing Program. COUNTY shall provide and bear the cost of maintaining the telephone line.

13.2 The recorded message shall be in both English and Spanish and shall indicate the first letter of the last name of those individuals who must report for random testing along with the day and date on which the specimens will be collected.

13.3 For the random testing, each letter of the alphabet shall be announced on the recorded message one time during a ten-day workday schedule cycle (a maximum of two tests per month). There shall be no deviation from this testing frequency unless previously approved by the COUNTY’s Program Manager.

13.4 CONTRACTOR shall change the recorded message for the following day, Sundays through Thursdays between 6:00 p.m. and 6:30 p.m.

13.5 CONTRACTOR shall operate the toll free ‘800’ hotline service in the manner described above unless the County's Program Manager approves an alternate method.

14.0 RECORD KEEPING

14.1 CONTRACTOR shall maintain all records including, but not limited to, dates, test results for each client served, recordings of the chain of custody for each urine specimen collected and other information pertaining to urine specimen collection and urinalysis testing for drugs and alcohol as requested by DCFS for a period of one year after the expiration of this Contract. CONTRACTOR shall maintain such records using appropriate drug testing forms and according to standard industry practice.

15.0 TEST RESULTS, REPORTS AND INVOICE

15.1 Test Results

15.1.1 CONTRACTOR shall provide and maintain a web based drug test results system that includes alcohol and/or drug test analysis and allows DCFS designated staff to have web based access to obtain results. The web based drug test results system shall allow DCFS staff to view and print results for that day, as well as any prior test date results needed for a client participating in the testing program. The results should include, but are not limited to the following information:

- The client’s name;
- Client’s date of birth or age;

- DCFS Case or Referral Number (if client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed);
- Name(s) of minor in the case;
- DCFS CSW's office location;
- DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed);
- DCFS CSW's file number (if client is associated with more than one file number, all associated file numbers must be listed);
- Date of report;
- Dates of sample collection, initial testing, preliminary report of positive or negative test confirmation, and if applicable, final report of sample that had a preliminary positive report;
- A listing of the Drug Panel and any special additional tests specified above and requested by the CSW, and corresponding results for each drug test with cutoff levels, and;
- In case of a missed test, the date of the missed test.

15.1.2 Drug and/or alcohol testing results should be available through the web based drug test results system according to the following schedule:

- Negative testing results shall be available within one business day from the end of the day the client provided a urine specimen.
- Positive alcohol and/or drug testing results shall be available within three business days from the end of the day the client provided a urine specimen.
- Missed test (No-Show) reports shall be available within one business day from the end of the day that the client was to provide a urine specimen.

15.1.3 When the specimen provided by the client is tested for both drugs and alcohol, the drug test results and alcohol test results need to be available simultaneously and as a combined notification through the web based drug test results system within the timeframes established for each as stated in this Contract.

15.1.4 CONTRACTOR shall provide test results and no-show reports via the secured web-based drug test result system. CONTRACTOR agrees to make reasonable best efforts to cooperate in the maintenance of the internet-based system.

15.1.5 As a temporary measure for the delivery of test results, CONTRACTOR may deliver test results by courier at CONTRACTOR's expense if and when the secured web-based system is unavailable.

15.2 Monthly Reports / Invoice

15.2.1 On a monthly basis, CONTRACTOR shall submit a hard-copy of the invoice as referenced by Exhibit A-4, (Sample of Vendor Invoice) which identifies the categories that need to be included in the report to the Program Manager and DCFS Finance Department. In addition, the invoice shall be sent to the Program Manager via e-mail in Excel format, along with a Service Report containing the following information:

- Number of actual tests performed
  - On-Demand Participants that includes the DCFS service component
  - Random Program Participants that includes the DCFS service component
  - Specialized Schedule Participants that includes the DCFS service component
- Number of actual tests performed
  - Drug & Alcohol Tests
  - Alcohol Only Tests
- Percentage of Participants testing positive for drugs and alcohol
- Number of Referrals received from each DCFS SPA Office during the prior month
  - On-Demand Participants
  - Random Program Participants
  - Specialized Schedule Participants
- Number of open Referrals on file from each DCFS SPA Office as of the prior month end
  - Random Program Participants
  - Specialized Schedule Participants
- List denoting the date and letters which were selected for Random Testing for each invoiced period

15.2.2 The report shall be submitted with each monthly CONTRACTOR invoice and shall be required before COUNTY's Program Manager grants approval of CONTRACTOR invoice. CONTRACTOR shall format the invoice in a manner as determined by the COUNTY and the CPM.

15.2.3 COUNTY Program Manager shall review CONTRACTOR'S invoice within 30 days of receipt of invoice and notify CONTRACTOR of any discrepancies noted on the invoice in writing. CONTRACTOR shall be provided one business week to provide any additional documentation to address the discrepancies.

15.2.4 COUNTY Program Manager shall provide CONTRACTOR with a final written report listing any deductions to be eliminated from the invoice, including the name of the client, the date the client was tested, the amount to be deducted and the reason for the deduction.

15.2.5 COUNTY Program Manager shall coordinate with the COUNTY'S Finance Section regarding the approval of the CONTRACTOR'S invoice. COUNTY Program Manager shall provide a letter/memo indicating the approval of the invoice, including the amount to be paid, and attach the final written report listing any deductions to be taken.

15.3 Ad-Hoc Reports

15.3.1 CONTRACTOR shall submit ad-hoc reports as requested by the CPM (e.g., names, office locations, and drugs of clients who have had confirmed positive alcohol and drug testing results).

16.0 QUALITY CONTROL PLAN

16.1 CONTRACTOR shall provide a comprehensive quality control plan to be utilized by the CONTRACTOR to ensure the required services are provided as specified. CONTRACTOR's quality control plan shall define all deliverable services specified in this Part H, Statement of Work, and state how these deliverables will be supplied.

16.2 The quality control plan shall demonstrate how the objectives for the contracted activities/services will be met, and must assure that the quality of the service will meet or exceed COUNTY requirements regarding timeliness, accuracy, effectiveness and completeness. The quality control plan shall explain how policies and procedures will be disseminated, implemented and utilized by CONTRACTOR staff.

16.3 CONTRACTOR's quality control plan shall also establish a continuous quality improvement process plan to periodically review and assure all requirements of the contract are met or exceeded. The plan shall include an identified monitoring system covering all the services listed in the Exhibit A, Statement of Work, and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the Quality Control Plan:

- Activities to be monitored to ensure compliance with all Statement of Work requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring
- Title/level and qualifications of personnel performing monitoring functions, and;
- File of all monitoring results, including any corrective action taken.

17.0 PROCESS COORDINATION

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

17.1.1 CONTRACTOR shall assist the COUNTY in conducting drug and alcohol testing presentations to DCFS and Court personnel as a measure to improve the use of the DCFS Drug and Alcohol Testing Program.

17.2 CONTRACTOR shall assist in transitioning the new drug testing vendor, if applicable, for a period that could last up to 60 days after the contract's termination date.

Exhibit A-1: Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	**PERFORMANCE STANDARD**	**MONITORING METHOD**	**REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD**
Legitimate Referrals are reviewed and scheduled on the same day that they are received from DCFS Children's Social Workers (CSWs). (Section 7.0)	100% compliance	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCF users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.	If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to COUNTY approval. The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of $100 when the following occurs: 1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the SOW, and/or any other provisions of the Contract; or 2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.
Collection sites are properly maintained and operated, Monday through Friday, at a minimum of 8 hours per day, to collect urine specimens as scheduled from County clients. (Section 6.0)	100% compliance		
A toll free number for clients to call is properly maintained and operated, 24 hours a day, 7 days a week, with recorded messages both in English and Spanish, to provide random drug test schedules to clients. (Section 13.0)	100% compliance		

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	**PERFORMANCE STANDARD**	**MONITORING METHOD**	**REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD**
All urine specimens are screened, analyzed and certified within 72 hours of urine sample collection utilizing appropriate test methods and procedures in accordance with standard industry practice. (Sections 9.0 to 10.0)	100% compliance	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCF users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for	If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to COUNTY approval. The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of $100 when the following occurs:
Integrity of all urine specimens is maintained and preserved from the point of collection to its final disposition using appropriate drug testing specimen chain of custody forms in accordance with standard industry practice. (Section 11.0)	100% compliance		

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	**PERFORMANCE STANDARD**	**MONITORING METHOD**	**REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD**
The "Warm Line" telephone number is properly maintained and operated, Monday through Friday, from 8:00 am to 5:00 pm, to provide prompt and courteous response to inquiries from DCFS CSWs, the Dependency Courts and other designated County personnel regarding drug test results and drug test procedures/process (Section 12.0)	100% compliance	each separate incident of non-compliance.	1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the SOW, and/or any other provisions of the Contract; or 2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.
Secured web based access to test results is to be available to DCFS designated staff, and all other records and reports required in the Statement of Work (SOW) are to be submitted to the County Program Manager in a timely manner with all the required information and on the frequency stated in the SOW. (Sections 15.0)	100% compliance	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCF users. CPM receives results of any audit regarding CONTRACTOR	If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	**PERFORMANCE STANDARD**	**MONITORING METHOD**	**REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD**
An attainable and comprehensive Quality Control Plan is established to ensure the required services are provided and the quality of work are met as specified in the SOW. (Section 16.0)	100% compliance	compliance. CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.	the problem, subject to COUNTY approval. The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of $100 when the following occurs: 1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the SOW, and/or any other provisions of the Contract; or 2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.
Contractor shall give assistance and coordination to the County and succeeding vendor in the development and improvement of the DCFS Drug and Alcohol Testing Program (Section 17.0)	100% compliance		

Exhibit A-2: USER COMPLAINT REPORT (UCR)

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

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

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

☐ Contractor's Project Director is not responding to messages.

☐ Contractor's staff not available or not responding to messages.

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor unable to receive Referral Requests as required.

☐ Collection sites not properly staffed and maintained as specified in the Contract.

☐ Contractor not properly maintaining warm line and 800 number as specified in the Contract.

☐ Contractor not complying with the Referral/database requirements as specified in the Contract.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

To report an urgent/serious problem, call Carla Flores at: (213) 739-6405.

Send UCR to Carla Flores, Program Manager, 425 Shatto Place, Room 500, Los Angeles, CA 90020 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

Exhibit A-3: LISTING OF PRIORITY ZIP CODE AREAS FOR COLLECTION SITES/ PROPOSER FORM FOR LISTING OF COLLECTION SITES

LISTING OF PRIORITY ZIP CODE AREAS FOR COLLECTION SITES

Service Planning Area 1		
Lancaster*	93534	
	93535	
Palmdale*	93550	
	93551	

Service Planning Area 2		
Santa Clarita*	91331	91351
	91333	91354
	91334	91355
	91342	91392
	91350	
San Fernando Valley**	91352	91406
	91356	91411
	91401	91605
	91402	91606
	91405	91607

Service Planning Area 3		
Pasadena*	91010	91104
	91016	91106
	91101	91504
	91103	91754
Covina*	91722	91790
	91723	91791
	91724	
Pomona*	91766	
	91767	
	91768	
Glendora*	91702	91744
	91706	91790
	91732	

Service Planning Area 4		
Metro North*-1	90004	90027
	90006	90042
	90026	90046

Service Planning Area 5		
West Los Angeles	90019	90067
	90025	90230
	90035	90291
	90064	90405

Service Planning Area 6		
Vermont Corridor*	90008	90037
	90016	90043
	90018	90047
	90022	90062
Wateridge**	90001	90011
	90002	90044
	90003	
Compton**	90061	90222
	90220	90262
	90221	90723

Service Planning Area 7		
Belvedere**	90022	90255
	90040	90270
	90201	90660
	90240	
Santa Fe Springs*	90604	90670
	90605	90701
	90650	

Service Planning Area 8		
Lakewood**	90731	90805
	90744	90807
	90745	90813
Torrance*	90501	90503
	90250	90301
	90260	90302

Indicates that a minimum of one Collection Site is required in this set of zip codes.
** Indicates that a minimum of two Collection Sites are required in this set of zip codes.

Saturday hours are to be provided as stated in the Statement of Work, section 6.0 Hours of Operation, Sub-section 6.1.

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 1 SIXCESS

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 43535 17th ST W, LANCASTER, CA 93550

Contact: JAN-OWNER

Phone #: 661-951-0444

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 8-7pm TUE 8-7pm WED 8-7pm THU 8-7pm

FRI 8-7pm SAT ____

PRIMARY COLLECTION SITE # ____

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 2720 E. PALMDALE BLVD, PALMDALE, CA 93550

Contact: EILEEN

Phone #: 562-222-1310

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 7-3pm TUE 7-3pm WED 7-3pm THU 7-3pm

FRI 7-3pm SAT 9-1pm

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 3 NCADD

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 24460 LYONS AVE, SANTA CLARITA, CA 91321

Contact: LINDA ELLIOTT

Phone #: 661-253-9400

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 9-5pm TUE 9-5pm WED 9-5pm THU 9-5pm

FRI 9-430pm SAT ____

PRIMARY COLLECTION SITE # 4 NORTON MEDICAL CENTER

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 6265 SEPULVEDA BLVD, VAN NUYS, CA 91411

Contact: PAULA

Phone #: 800-243-7669

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 7-5pm TUE 7-5pm WED 7-5pm THU 7-5pm

FRI 7-5pm SAT ____

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 5 EXPRESS COLLECTIONS

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 8780 VAN NUYS BLVD #C, Panorama City, CA 91402

Contact: TONY

Phone #: 818-891-3315

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 9-7pm TUE 9-7pm WED 9-7pm THU 9-7pm

FRI 9-7pm SAT ____

PRIMARY COLLECTION SITE # 6 GOODEN CENTER

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 191 N. MOLINA AVE, PASADENA, CA 91101

Contact: JOSE MENDOZA

Phone #: 626-356-0078

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 7-5pm TUE 7-5pm WED 7-5pm THU 7-5pm

FRI 7-5pm SAT 9-1pm

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 7 ALR FAMILY SERVICES

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 818 HACIENDA BLVD, LA PUENTA, CA 91744

Contact: ART

Phone #: 626-369-5533

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 10-7 TUE 10-7 WED 10-7 THU 10-7

FRI 10-7 SAT 9-1

PRIMARY COLLECTION SITE # 8 NCADD

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 4626 N. GRAND AVE, COVINA, CA 91724

Contact: CHERYL RUEDT

Phone #: 626-331-5316

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 7-5:30 TUE 7-5:30 WED 7-5:30 THU 7-5:30

FRI 7-5:30 SAT ____

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 9 NCADD

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 656 N. PARK AVE PAMONA, CA 91768

Contact: MARIBEL BRISENO

Phone #: 626-331-5316

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 8-5:30 TUE 8:530 WED 8-5:30 THU 8-5:30

FRI 8-5:30 SAT ____

PRIMARY COLLECTION SITE # 10 3000 YEARS HEALTH CENTER

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 823 N. BROADWAY LOS ANGELES, CA 90012

Contact: Jonathan Tran

Phone #: 213-680-8756

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 7-7pm TUE 7-7pm WED 7-7pm THU 7-7pm

FRI 7-7pm SAT ____

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 11 NESS

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 8512 WHITWORTH DR. LOS ANGELES, CA 90035

Contact: DOVIE BROWN

Phone #: 310-360-8512

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 7-7 TUE 7-7 WED 7-7 THU 7-7

FRI 7-3 SAT 9-2

PRIMARY COLLECTION SITE # 12 ST. ANTHONY'S MEDICAL CENTER

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 837 W. IMPERIAL HWY LOS ANGELES 90044

Contact: Rita

Phone #: 323-755-9555

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 9-5:30 TUE 9-5:30 WED 9-5:30 THU 9-5:30

FRI 9-5:30 SAT ____

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 13 SHIELDS PLACE OF FAMILY

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 9307 S. CENTRAL AVE LOS ANGELES, CA 90002

Contact: ALISON QUALS

Phone #: 323-564-6982

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 7-5pm TUE 7-5pm WED 7-5pm THU 7-5pm

FRI 7-5pm SAT 9-1

PRIMARY COLLECTION SITE # 14 MJB TRANSITIONAL

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 1152 S. MAIN St. LOS ANGELES, CA 90061

Contact: SLYVIA WRIGHT

Phone #: 323-777-2491

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 9-5 TUE 9-5 WED 9-5 THU 9-5

FRI 9-5 SAT ____

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 15 U-TURN ALC & DRUG EDUCATION PROGRA

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 3761 STOCKER ST. Suite 105 LA, CA 90008

Contact: GEORGE VARNADOE

Phone #: 323-294-4261

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 9-7 TUE 9-7 WED 9-7 THU 9-7

FRI 9-7 SAT ____

PRIMARY COLLECTION SITE # 16 CLINICAL FAMILIAR SAN LUCAS

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 11017 ALANTIC AVE LYNWOOD, CA 90262

Contact: LILLIE GALSTIAN

Phone #: 310-365-3800

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 9-5 TUE 9-5 WED 9-5 THU 9-5

FRI 9-5 SAT ____

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 17 ROSS HELTH CARE

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 2476 S. ALANTIC BLVD COMMERCE, CA 90040

Contact: FLORA FIERRO

Phone #: 323-780-1650

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 8:30-5 TUE 8:30-5 WED 8:30-5 THU 8:30-5

FRI 8:30-5 SAT 8:30-1:30

PRIMARY COLLECTION SITE # 18 MELA COUNSELING SERVICES CENTER

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 5723 WHITTIER BLVD LOS ANGELES, CA 90022

Contact: JUAN MEZA

Phone #: 323-721-6855

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 7-7 TUE 7-7 WED 7-7 THU 7-7

FRI 7-7 SAT 9-1

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 19 LACADA

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 11015 BLOOMFIELD AVE, SANTA FE SPRINGS, CA 90670

Contact: JUAN NAVARRO

Phone #: 562-906-2676

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 9-6:40 TUE 9-6:40 WED 9-6:40 THU 9-6:40

FRI 9-5:15 SAT ____

PRIMARY COLLECTION SITE # 20 PROGRESSIVE MEDICAL GROUP

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 1035 S. PRAIRIE AVE #1 INGLEWOOD, CA 90301

Contact: RODNEY

Phone #: 310-672-6500

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 9-5 TUE 9-5 WED 9-5 THU 9-5

FRI 9-1 SAT ____

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 21 TARZANA TREATMENT CENTER

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 5190 ALANTIC AVE. LONGBEACH, CA 90805

Contact: ANGELA KNOX

Phone #: 562-428-4111

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT ____

Hours of Operation:

SUN ____ MON 10-6 TUE 10-6 WED 10-6 THU 10-6

FRI 10-6 SAT ____

PRIMARY COLLECTION SITE # 22 CARE ON SITE

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 1250 PACIFIC AVE LONG BEACH, CA 90813

Contact: LAKISHAW WALLACE

Phone #: 562-437-0831

Days of Operation:

SUN ____ MON X TUE X WED X THU X FRI X SAT X

Hours of Operation:

SUN ____ MON 7-7 TUE 7-7 WED 7-7 THU 7-7

FRI 7-7 SAT 9-1

Exhibit A-4

FORM FOR LISITING OF COLLECTION SITES

PRIMARY COLLECTION SITE # 23 Med-X Drug Testing

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: 11645 Wilshire Blvd #830, Los Angeles, ca 90025

Contact: Noel Laurente

Phone #: 310-820-5868

Days of Operation:

SUN ____ MON ____ TUE ____ WED ____ THU ____ FRI X SAT ____

Hours of Operation:

SUN ____ MON ____ TUE ____ WED ____ THU ____

FRI 3pm-7pm SAT ____

PRIMARY COLLECTION SITE # ____

Provide the location of Bidder's work site where urine samples will be collected. Also identify the person authorized to schedule the work site visit and answer County's interview questions. Provide complete information for each location that will be used to collect urine samples. (Attach additional sheets as necessary).

Address: ____

Contact: ____

Phone #: ____

Days of Operation:

SUN ____ MON ____ TUE ____ WED ____ THU ____ FRI ____ SAT ____

Hours of Operation:

SUN ____ MON ____ TUE ____ WED ____ THU ____

TASC LA Testing Locations		Testing Hours	
SPA 1	**Sixcess** 43535 17th st W, Lancaster, CA 93534	8:00am-7:00pm M-F	
SPA 1	**Palmdale Medical Center** 2720 E Palmdale Blvd Palmdale, CA 93550	7:00am-3:00pm M-F	9am-1pm Sat
SPA 2	**Norton Medical center** 6265 Sepulveda Blvd, Van Nuys, CA 91411	7:00am-5:00pm	
SPA 2	**Express Collections** 8780 Van Nuys Blvd #C, Panorama City, CA 91402	9:00am-7:00pm M-F	
SPA 2	**NCADD** 24460 Lyons Ave Santa Clarita, CA 91321	9:00am-5:00pm M-T	9am-4:30pm Fri
SPA 3	**Gooden Center** 191 N. Molina Ave	7:00am-5: F 00pm M-	9am-1pm Sat
SPA 3	**ACR Family Services** 818 Hacienda Blvd La Puenta, CA 91744	10:00am-7:00pm M-F	9am-1pm Sat
SPA 3	**NCADD** 4626 N Grand Ave Covina, CA 91724	7:00am-5:30pm M-F	
SPA 3	**NCADD** 656 N Park Ave Pamona, CA 91768	8:00am-5:30pm M-F	
SPA 4	**3000 Years Heath Center** 823 N. Broadway Los Angeles, CA 90012	7:00am-7:00pm M-F	
SPA 5	**NESS** 8512 Whitworth Dr. Los Angeles, CA 90035	7:00am-7:00pm M-Th	7am-3pm Fri 9am-2pm **Sun**
SPA 5	**Med-X Drug Alcohol Testing** 11645 Wilshire Blvd #830, Los Angeles, CA 90025	3:00pm-7:00pm Friday	
SPA 6	**St. Anthony's Medical Center** 837 W Imperial HWY LA, CA 90044	9:00am-5:30pm M-F	
SPA 6	**Shields Place of Family** 9307 S Central Ave, LA 90002	7:00am-5:00pm M-F	9am-1pm Sat
SPA 6	**MJB Transitional** 1152 S. Main St. LA, CA 90061	8:00am-5:00pm M-F	
SPA 6	**U-Turn** 3761 Stocker Suite 105, LA CA 90008	9:00am-7:00pm M-F	
SPA 6	**Clinical Familiar San Lucas** 11017 Atlantic Ave Lynwood, CA 90262	9:00am-5:00pm M-F	
SPA 7	**Ross Health** Care 2476 S. Atlantic Blvd Commerce, CA 90040	8:30am-5:00pm M-F	8:30am-1:30pm Sat
SPA 7	**MELA Counseling Services Center** 5723 Whittier Blvd LA, CA 90022	7:00am-7:00pm M-F	9am-1pm Sat
SPA 7	**LACADA** 11015 Bloomfield Ave Santa Fe Springs, CA 90670	9:00am-6:40pm M-Th	9am-5:15pm Fri
SPA 8	**Progressive Medical Group** 1035 S. Prairie Ave #1 Inglewood, CA 90301	9:00am-5:00pm M-F	9am-1pm Sat
SPA 8	**Tarzana Treatment Center** 5190 Atlantic Ave Long Beach CA 90805	10:00am-6:00pm M-F	
SPA 8	**Care on Site** 1250 Pacific Ave Long Beach CA 90813	7:00am-7:00pm M-F	9am-1pm Sat

FRI _____ SAT _____

Name of Lab
Address of Lab
Telephone Number

DCFS Finance Division
Account# 00000
ATTN: Contract Accounting Invoice Date: MM/DD/YYYY
425 Shatto Place Room 204 Invoice # 000000-00
Los Angeles, CA 90020

Panel Code Description
96000 = Alcohol
965053 = 5 DRUGS + ALC/MDMA (DCFS)

Last Name	First Name	Date of Birth	Case Number	Specimen Tracking	Type and Reason for Test	Collection Date	Panel Code	Charge

Exhibit A-4: Sample of Vendor Invoice

Exhibit C

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Treatment Assessment Screening Center, Inc.
Bidder/Offeror's Name

2234 N. 7th Street Phoenix, AZ 85006
Address

86-0377987
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010, County 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.

Dan S K Kramer
Authorized Signature

11/26/13
Date

Douglas Kramer, Chief Operating Officer
Name / Title / Name of Company or Organization

EXHIBIT D

SMALL BUSINESS ENTERPRISE (SBE) / COMMUNITY BUSINESS ENTERPRISE (CBE) FORM

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

I. **SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Treatment Assessment Screening Center, Inc

CAGE CODE: None **NAICS CODE:** 541380

- ☐ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the SBE Preference.
- ☑ The NAICS Code shown corresponds to the services in this solicitation.
- ☐ Attached is my CCR certification page.

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): 169

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			1		7	9
Hispanic/Latino			2	2	24	32
Asian or Pacific Islander						2
American Indian					1	1
Filipino						
White			12	9	34	33

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	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
Douglas Kramer	Douglas R Kramer	Chief Operating Officer	11/26/13

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME Treatment Assessment Screening Center, Inc.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: Doug G K Kramer DATE: 11 / 26 / 13

PRINTED NAME: Douglas Kramer

POSITION: Chief Operating Officer

EXHIBIT F-1

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

EXHIBIT F-1

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
    - County payments (one per funding source)
    - Contributions
    - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

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

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

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

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for addition

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

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

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts,

any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

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

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely

responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

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

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

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

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

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

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

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6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

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

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

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All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

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

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc.,

supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

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

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

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

3.0 TIMEKEEPING

3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

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

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

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

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

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

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of $1,000 or more per unit be capitalized.

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

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

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4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

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

2.0 ALLOCATION OF COST POOLS

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

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

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to

general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major

functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY

may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

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

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

2.0 ACTIVITY

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

EXHIBIT F-2

OMB A-122

EXHIBIT F-3

45 CFR 74.27

EXHIBIT G

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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 2013 are less than $51,567 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, 2014.

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 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2013 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 2013 and owes no tax but is eligible for a credit of $800, he or she must file a 2013 tax return to get the $800 refund.

Cat. No. 20599I

EXHIBIT H

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

EXHIBIT H

"Contractor Employee Jury Service"
Los Angeles County Code Sections 2.203.010 through 2.203.090

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).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (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).

EXHIBIT I

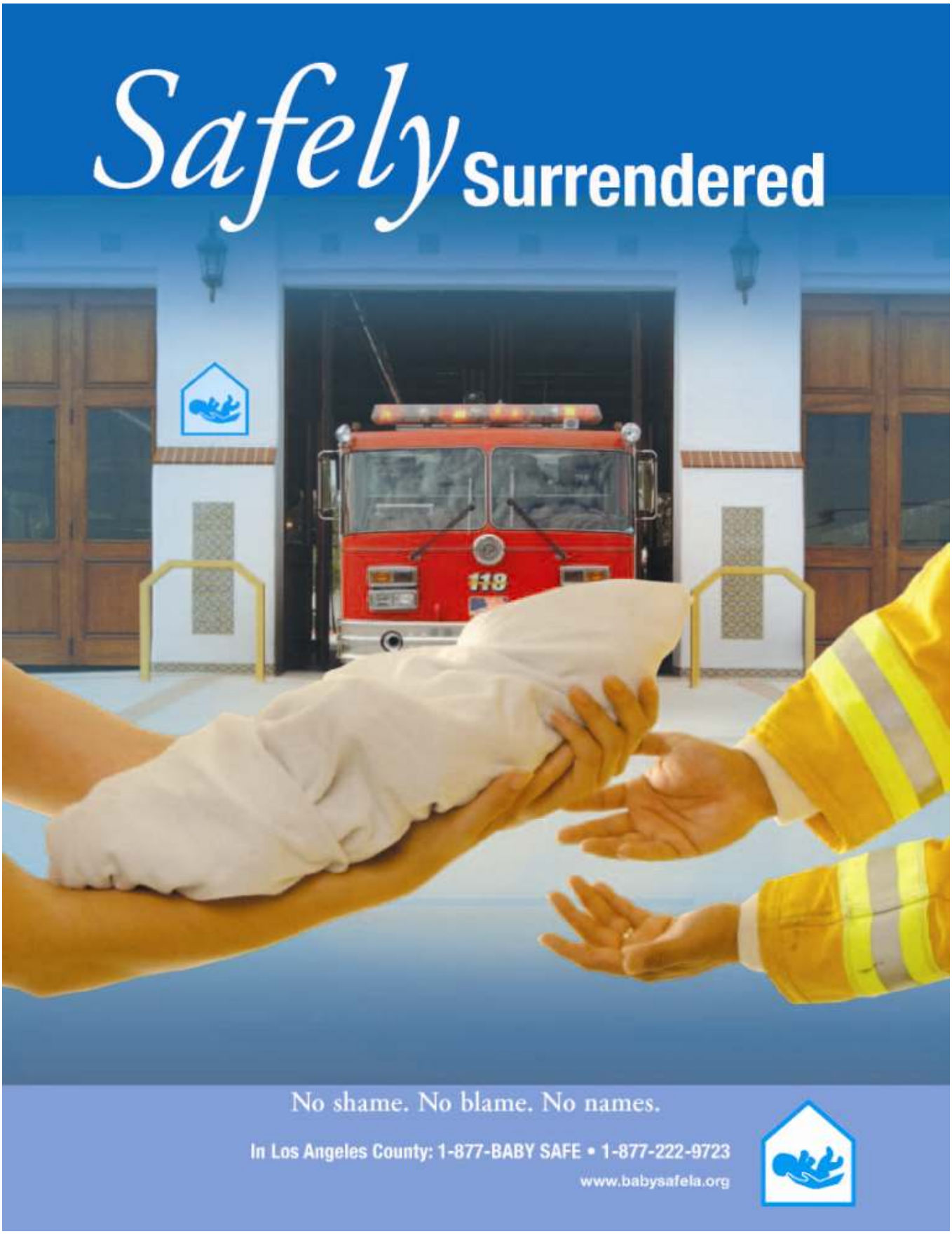

Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

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

What happens to the baby?

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

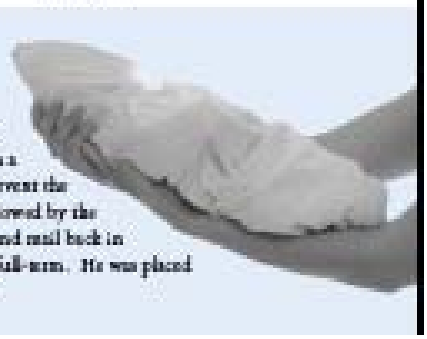
What happens to the parent or surrendering adult?

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

Why is California doing this?

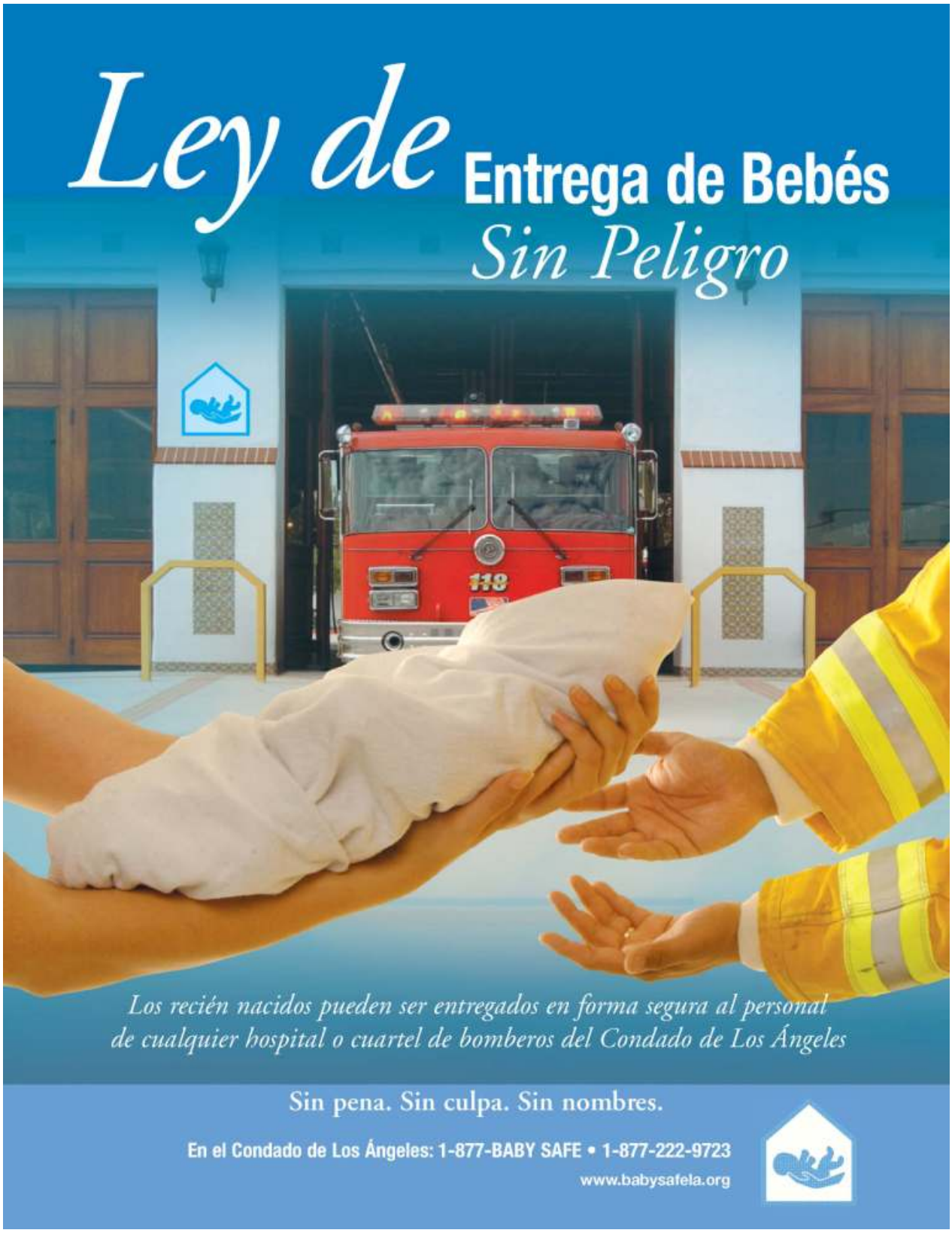
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story



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

EXHIBIT I


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no quiere o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombre ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entregue a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de acabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

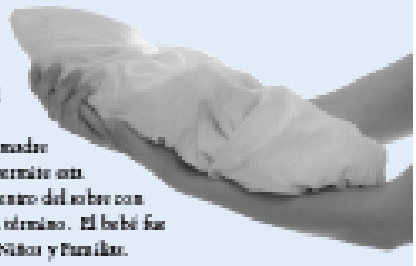
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pensarán sus familiares o amigos. Abandonan a sus bebés porque tienen miedo y no tienen nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. **La Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



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

EXHIBIT J

CONTRACTOR'S ADMINISTRATION

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.

Organization Name:	Treatment Assessment Screening Center, Inc.
Contact Person:	Denise Mitchell
Address	2234 N 7th Street
City, State, Zip:	Phoenix, AZ 85006
Telephone:	602-254-7328 x 111
Facsimile:	602-255-0851
E-Mail Address:	dmitchell@tascsolutions.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)
(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name:	Douglas Kramer
Title:	Chief Operating Officer
Address:	2234 N 7th St
	Phoenix, AZ 85006
Telephone:	602-254-7328 x189
Facsimile:	602-255-0851
E-Mail Address:	dkramer@tascsolutions.org

Name:	Denise Mitchell
Title:	Controller
Address:	2234 N 7th St
	Phoenix, AZ 85006
Telephone:	602-254-7328 x111
Facsimile:	602-255-0851
E-Mail Address:	dmitchell@tascsolutions.org

IF THERE ARE ANY CHANGES, A NEW CERTIFIED STATEMENT OF INFORMATION MUST BE SUBMITTED TO:

DCFS Contracts Administration
Attn: Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

Douglas Kramer

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Douglas K Kramer

Signature of Individual Authorized to Bind Contractor in a Contract with the County

11/26/13

Date

EXHIBIT K

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name:	Donna Fernandez
Title:	Program Manager
Address:	425 Shatto Place, Room 500
	Los Angeles, CA 90020
Telephone:	(213) 351-5714
Facsimile:	(213) 351-2474
E-Mail Address:	fernadc@dcfs.lacounty.gov

CONTRACT PROGRAM MONITOR:

Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	

EXHIBIT L

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

TREATMENT ASSESSMENT SCREENING CENTER, INC.

Company Name

2234 N 7TH STREET, PHOENIX, AZ 85006

Address

86-0377987

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

2/18/2014

Date

Douglas Kramer, Chief Executive Officer

Name and Title of Signer (Official Name, Official Title) Please print

KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE

1300 I Street
P. O. Box 903447
Sacramento, CA 94203-4470
Telephone: (916) 445-2021 Ext. 4
Fax: (916) 444-3651
E-Mail Address: Registration@doj.ca.gov

February 19, 2014

TREATMENT ASSESSMENT SCREENING CENTER, INC.
2234 N 7TH ST
PHOENIX AZ 85006

CT FILE NUMBER: **CT0203929**

RE: CONFIRMATION OF REGISTRATION WITH THE ATTORNEY GENERAL'S REGISTRY OF CHARITABLE TRUSTS

The captioned entity is now registered with the Registry of Charitable Trusts and has been assigned the registration ("CT") number set forth above. In order to complete the Registry file, please submit the following, together with a copy of this letter:

1. A copy of the Application for Recognition of Exemption (**IRS Form 1023**).

2. The **date, month and year the entity first received assets** (funds, property, etc.) in the state of **California**.

The RRF-1 must be filed annually four months and 15 days after the end of the organization's accounting period. If an extension was requested from IRS, please file the RRF-1 with the completed IRS informational return together with a copy of all extension requests.

The organization's address of record is used for any necessary contact. Please advise us, in writing, of any address change.

If the captioned organization contracts with a commercial fundraiser for charitable purposes or fundraising counsel, that entity must also register and file annual reports with the Registry.

All forms and instructions are available on our website at http://ag.ca.gov/charities .

Directors of nonprofit corporations are required to adhere to the provisions of the California Nonprofit Corporation Law (Corporations Code section 5000, et seq.).

Trustees for charitable purposes are required to adhere to the provisions of California Probate Code (commencing with section 15000).

Please respond within 30 days from the date of this letter. Thank you for your attention to this correspondence.

Note: Returning check #62994.

Sincerely,

Staff Services Analyst
Registry of Charitable Trusts

For KAMALA D. HARRIS
Attorney General

EXHIBIT M

SCIENTIFIC AND TECHNICAL REQUIREMENTS

Subpart B - Scientific and Technical Requirements

2.1 The Drugs.
2.2 Specimen Collection Procedures.
2.3 Laboratory Personnel.
2.4 Laboratory Analysis Procedures.
2.5 Quality Assurance and Quality Control.
2.6 Reporting and Review of Results.
2.7 Protection of Records.
2.8 Individual Access to Test and Laboratory Certification Results.

Subpart B - Scientific and Technical Requirements

Section 2.1 The Drugs.

(a) The President's Executive Order 12564 defines "illegal drugs" as those included in Schedule I or II of the Controlled Substances Act (CSA), but not when used pursuant to a valid prescription or when used as otherwise authorized by law.

(b) Any agency covered by these guidelines shall petition the Secretary in writing for approval to include in its testing protocols any drugs (or classes of drugs) not listed for Federal agency testing in paragraph (a) of this section. Such approval shall be limited to the use of the appropriate science and technology and shall not otherwise limit agency discretion to test for any drugs covered under Schedule I or II of the CSA.

Section 2.2 Specimen Collection Procedures.

(a) *Designation of Collection Site.* Each agency drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.

(b) *Security.* Procedures shall provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.

(c) *Chain of Custody.* Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.

(d) *Access to Authorized Personnel Only.* No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored.

(f) *Integrity and Identity of Specimen.* Agencies shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and on the specimen chain of custody form can identify the donor from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

(1) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.

(2) When a donor arrives at the collection site, the collection site person shall request the donor to present photo identification. If the donor does not have proper photo identification, the collection site person shall contact the supervisor of the donor, the coordinator of the drug testing program, or any other agency official who can positively identify the donor. If the donor's identity cannot be established, the collection site person shall not proceed with the collection.

(3) If the donor fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.

(4) The collection site person shall ask the donor to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the donor's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The donor may retain his or her wallet.

(5) The donor shall be instructed to wash and dry his or her hands prior to urination.

(6) After washing hands, the donor shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.

(7) The collection site person shall give the donor a clean specimen bottle or specimen container.

(8) The collection site person shall note any unusual behavior or appearance on the specimen chain of custody form.

(9) In the exceptional event that an agency-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public rest room may be used according to the following procedures: A person of the same gender as the donor shall accompany the donor into the public rest room which shall be made secure during the collection procedure. Specimen shall be collected under direct observation of a person of the same gender. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the rest room. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the donor not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the donor will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

(10) Upon receiving the specimen from the donor, the collection site person shall determine the volume of urine in the specimen bottle/container.

(i) If the volume is greater than 30 milliliters (mL), the collection site person will proceed with step (11) below.

(ii) If the volume is less than 30 mL and the temperature is within the acceptable range specified in step (13) below, the specimen is discarded and a second specimen shall be collected. The donor may be given a reasonable amount of liquid to drink for this purpose (e.g., an 8 oz glass of water every 30 min, but not to exceed a maximum of 24 oz). If the donor fails for any reason to provide 30 mL of urine for the second specimen collected, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.

(iii) If the volume is less than 30 mL and the temperature is outside the acceptable range specified in step (13) below, a second specimen shall be collected using the procedure specified in step (13) below.

(11) After the specimen has been provided and submitted to the collection site person, the donor shall be allowed to wash his or her hands.

(12) Immediately after the specimen is collected, the collection site person shall measure only the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed 4 minutes.

(13) If the temperature of the specimen is outside the range of 32 -38 C/90 -100 F, that is a reason to believe that the donor may have altered or substituted the specimen, and another specimen shall be collected under direct observation of a person of the same gender and both specimens shall be forwarded to the laboratory for testing. The agency shall select the observer if there is no collection site person of the same gender available. A donor may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe the donor may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.

(14) Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the specimen chain of custody form.

(15) All specimens suspected of being adulterated or diluted shall be forwarded to the laboratory for testing.

(16) When there is any reason to believe that a donor may have altered or substituted the specimen to be provided, another specimen shall be obtained as soon as possible under the direct observation of a person of the same gender and both specimens shall be forwarded to the laboratory for testing. Each collection site shall always have an observer of both sexes available.

(17) Both the donor and the collection site person shall keep the specimen bottle/container in view at all times prior to its being sealed and labeled. If the specimen is transferred from a specimen container to a specimen bottle, the collection site person shall request the donor to observe the transfer of the specimen and the placement of the tamper-evident seal/tape on the bottle. The tamper-evident seal may be in the form of evidence tape, a self- sealing bottle cap with both a tamper-evident seal and unique coding, cap and bottle systems that can only be sealed one time, or any other system that ensures any tampering with the specimen will be evident to laboratory personnel during the accessioning process.

(18) The collection site person and the donor shall be present at the same time during procedures outlined in paragraphs (f)(19)-(f)(22) of this section.

(19) The collection site person shall place securely on the specimen bottle an identification label which contains the date, the donor's specimen number, and any other identifying information provided or required by the agency.

(20) The donor shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

(21) The collection site person shall enter on the specimen chain of custody form all information identifying the specimen.

(22) The donor shall be asked to read and sign a statement on the specimen chain of custody form certifying that the specimen identified as having been collected from him or her is in fact that specimen he or she provided.

(23) Based on a reason to believe that the donor may alter or substitute the specimen to be provided, a higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under direct observation. The person directly observing the specimen collection shall be of the same gender.

(24) The collection site person shall complete the specimen chain of custody form.

(25) The urine specimen and specimen chain of custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.

(26) While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his or her workstation momentarily, the urine specimen and specimen chain of custody form shall be taken with him or her or shall be secured. After the collection site person returns to the workstation, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for mailing before he or she leaves the site.

(g) *Collection Control.* To the maximum extent possible, collection site personnel shall keep the donor's specimen bottle within sight both before and after the donor has urinated. After the specimen is collected, it shall be properly sealed and labeled. A specimen chain of custody form shall be used for maintaining control and accountability of each specimen. The date and purpose shall be documented on a specimen chain of custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

(h) *Split Specimens.* An agency may, but is not required to, use a split specimen method of collection. If the urine specimen is split into two specimen bottles (hereinafter referred to as Bottle A and Bottle B) the following procedure shall be used:

(1) The donor shall urinate into either a specimen bottle or specimen container. The collection site person, in the presence of the donor, after determining specimen temperature, pours the urine into two specimen bottles that are labeled Bottle A and Bottle B or, if Bottle A was used to collect the specimen, pours an appropriate amount into Bottle B. A minimum of 45 mL of urine is required when using a split specimen procedure, i.e., 30 mL for Bottle A and 15 mL for Bottle B.

(2) The Bottle A specimen, containing a minimum of 30 mL of urine, is to be used for the drug test. If there is no additional urine available for the second specimen bottle (Bottle B), the first specimen bottle (Bottle A) shall nevertheless be processed for testing.

(3) A minimum of 15 mL of urine shall be poured into the second specimen bottle (Bottle B).

(4) All requirements of this part shall be followed with respect to Bottle A and Bottle B, including the requirements that a copy of the chain of custody form accompany each bottle processed under split sample procedures.

(5) The collection site shall send the split specimens (Bottle A and Bottle B) at the same time to the laboratory that will be testing the Bottle A specimen.

(i) *Transportation to Laboratory.* Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected

tampering. The collection site personnel shall ensure that the specimen chain of custody form is enclosed within each container sealed for shipment to the drug testing laboratory. Since specimens are sealed in packages that would indicate any tampering during transit to the laboratory and couriers, express carriers, and postal service personnel do not have access to the chain of custody forms, there is no requirement that such personnel document chain of custody for the package during transit.

Section 2.3 Laboratory Personnel.

(a) Day-to-Day Management.

(1) The laboratory shall have a responsible person (RP) to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility.

(2) This individual shall have documented scientific qualifications in analytical forensic toxicology. Minimum qualifications are:

(i) Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

(ii) A Ph.D. in one of the natural sciences with an adequate undergraduate and graduate education in biology, chemistry, and pharmacology or toxicology; or

(iii) Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology; and

(iv) In addition to the requirements in (i),(ii), and (iii) above, minimum qualifications also require:

(A) Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

(B) Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

(3) This individual shall be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multispecialty laboratory.

(4) This individual shall be responsible for ensuring that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she shall assure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.

(5) This individual shall be responsible for the laboratory's having a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual shall be reviewed, signed, and dated by this responsible person whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect shall be maintained. (Specific contents of the procedure manual are described in section 2.4(n)(1))

(6) This individual shall be responsible for maintaining a quality assurance program to assure the proper performance and reporting of all test results; for maintaining acceptable analytical performance for all controls and standards; for maintaining quality control testing; and for assuring and documenting the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.

(7) This individual shall be responsible for taking all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual shall ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the results provided are accurate and reliable.

(b) *Certifying Test Results.* The laboratory's urine drug testing facility shall have a certifying scientist(s), as defined in section 1.2, who reviews all pertinent data and quality control results in order to attest to the validity of the laboratory's test reports. A laboratory may designate certifying scientists that are qualified to certify only results that are negative on the initial test and certifying scientists that are qualified to certify both initial and confirmatory tests.

(c) *Day-to-Day Operations and Supervision of Analysts.* The laboratory's urine drug testing facility shall have an individual(s) to be responsible for day-to-day operations and to supervise the technical analysts. This individual(s) shall have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. He or she shall have training and experience in the theory and practice of the procedures used in the laboratory, resulting in his or her thorough understanding of quality control practices and procedures; the review, interpretation, and reporting of test results; maintenance of chain of custody; and proper remedial actions to be taken in response to test systems being out of control limits or detecting aberrant test or quality control results.

(d) *Other Personnel.* Other technicians or nontechnical staff shall have the necessary training and skills for the tasks assigned.

(e) *Training.* The laboratory's urine drug testing program shall make available continuing education programs to meet the needs of laboratory personnel.

(f) *Files.* Laboratory personnel files shall include: resume of training and experience; certification or license, if any; references; job descriptions; records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as a test for color blindness, if appropriate.

Section 2.4 Laboratory Analysis Procedures.

(a) Security and Chain of Custody. (1) Drug testing laboratories shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary or emergency personnel (e.g., firefighters and medical rescue teams), all authorized visitors and maintenance and service personnel shall be escorted at all times. The laboratory shall maintain a record that documents the dates, time of entry and exit, and purpose of entry of authorized visitors, maintenance, and service personnel accessing secured areas.

(2) Laboratories shall use chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

(b) Receiving. (1) When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen bottles within each package to the information on the accompanying chain of custody forms. Any direct evidence of tampering or discrepancies in the information on specimen bottles and the specimen chain of custody forms attached to the shipment shall be immediately reported to the agency and shall be noted on the specimen chain of custody forms which shall accompany the specimens while they are in the laboratory's possession.

(2) Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and laboratory chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests while the original specimen and specimen chain of custody form remain in secure storage.

(c) Short-Term Refrigerated Storage. Specimens that do not receive an initial test within 7 days of arrival at the laboratory shall be placed in secure refrigeration units. Temperatures shall not exceed 6 C. Emergency power equipment shall be available in case of prolonged power failure.

(d) Specimen Processing. Laboratory facilities for urine drug testing will normally process specimens by grouping them into batches. The number of specimens in each batch may vary significantly depending on the size of the laboratory and its workload. When conducting either initial or confirmatory tests, every batch shall satisfy the quality control requirements in sections 2.5 (b) and (c), respectively.

(e) Initial Test. (1) The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Initial Test Level (ng/mL)
Marijuana metabolites..... 50
Cocaine metabolites..... 300
*Opiate metabolites..... 300**
Phencyclidine..... 25
Amphetamines..... 1,000

** 25 ng/mL if immunoassay specific for free morphine.*

(2) These test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. The agency requesting the authorization to include other drugs shall submit to the Secretary in writing the agency's proposed initial test methods, testing levels, and proposed performance test program.

(3) Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted and the specimens shall either be discarded or pooled for use in the laboratory's internal quality control program.

(4) Multiple initial tests (also known as rescreening) for the same drug or drug class may be performed provided that all tests meet all Guideline cutoffs and quality control requirements (see section 2.5(b)). Examples: a test is performed by immunoassay technique "A" for all drugs using the HHS cutoff levels, but presumptive positive amphetamines are forwarded for immunoassay technique "B" to eliminate any possible presumptive positives due to structural analogues; a valid analytical result cannot be obtained using immunoassay technique "A" and immunoassay technique "B" is used in an attempt to obtain a valid analytical result.

(f) Confirmatory Test. (1) All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) at the cutoff values listed in this paragraph. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "exceeds the linear range of the test."

Confirmatory Test Level (ng/mL)

Marijuana metabolite1	*15*
Cocaine metabolite2	*150*
Opiates	
Morphine	*300*
Codeine	*300*
Phencyclidine	*25*

Amphetamines

Amphetamine	*500*
Methamphetamine3	*500*

1 Delta-9-tetrahydrocannabinol-9-carboxylic acid
2 Benzoylecgonine
3 Specimen must also contain amphetamine at a concentration > 200 ng/mL

(2) These test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. The agency requesting the authorization to include other drugs shall submit to the Secretary in writing the agency's proposed confirmatory test methods, testing levels, and proposed performance test program.

(3) Specimens that test negative on confirmatory tests shall be reported negative. No further testing of these specimens for drugs is permitted and the specimens shall either be discarded or pooled for use in the laboratory's internal quality control program.

(g) Reporting Results. (1) The laboratory shall report test results to the agency's MRO within an average of 5 working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by a certifying scientist who satisfies the requirements described by the definition in section 1.2. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cutoff for each, the specimen number assigned by the agency, and the drug testing laboratory specimen identification number.

(2) Except as otherwise provided by this subsection, the laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug. For amphetamines, to report a specimen positive for methamphetamine only, the specimen must also contain amphetamine at a concentration equal to or greater than 200 ng/mL by the confirmatory test. If this criterion is not met, the specimen must be reported as negative for methamphetamine.

(6) The laboratory shall provide to the agency official responsible for coordination of the drug-free workplace program a monthly statistical summary of urinalysis testing of Federal employees and shall not include in the summary any personal identifying information. Initial and confirmation data shall be included from test results reported within that month. Normally this summary shall be forwarded by registered or certified mail not more than 14 calendar days after the end of the month covered by the summary. The summary shall contain the following information:

Initial Testing:

(i) Number of specimens received;
(ii) Number of specimens reported out; and
(iii) Number of specimens screened positive for:

Marijuana metabolites
Cocaine metabolites
Opiate metabolites
Phencyclidine
Amphetamines

Confirmatory Testing:

(i) Number of specimens received for confirmation;
(ii) Number of specimens confirmed positive for:
Marijuana metabolite
Cocaine metabolite
Morphine, codeine
Phencyclidine
Amphetamine
Methamphetamine

(7) The laboratory shall make available copies of all analytical results for Federal drug testing programs when requested by HHS or any Federal agency for which the laboratory is performing drug testing services.

(8) Unless otherwise instructed by the agency in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of 2 years.

(h) Long-Term Storage. Long-term frozen storage (-20 C or less) ensures that positive urine specimens will be available for any necessary retest. Unless otherwise authorized in writing by the agency, drug testing laboratories shall retain and place in properly secured long- term frozen storage for a minimum of 1 year all specimens confirmed positive. Within this 1- year period an agency may request the laboratory to retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after the end of 1 year, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period.

(i) Retesting of a Specimen (i.e., the reanalysis by gas chromatography/mass spectrometry of a specimen previously reported positive or the testing of Bottle B of a split specimen collection). Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

(j) Subcontracting. Drug testing laboratories shall not subcontract and shall perform all work with their own personnel and equipment unless otherwise authorized by the agency. The laboratory must be capable of performing testing for the five classes of drugs (marijuana, cocaine, opiates, phencyclidine, and amphetamines) using the initial immunoassay and confirmatory GC/MS methods specified in these Guidelines.

(k) Laboratory Facilities. (1) Laboratory facilities shall comply with applicable provisions of any State licensure requirements.

(2) Laboratories certified in accordance with Subpart C of these Guidelines shall have the capability, at the same laboratory premises, of performing initial and confirmatory tests for each drug or metabolite for which service is offered.

(l) *Inspections.* The Secretary, any Federal agency utilizing the laboratory, or any organization performing laboratory certification on behalf of the Secretary may reserve the right to inspect the laboratory at any time. Agency contracts with laboratories for drug testing, as well as contracts for collection site services, shall permit the agency to conduct unannounced inspections. In addition, prior to the award of a contract the agency may carry out pre-award inspections and evaluation of the procedural aspects of the laboratory's drug testing operation.

(m) *Documentation.* The drug testing laboratories shall maintain and make available for at least 2 years documentation of all aspects of the testing process. This 2-year period may be extended upon written notification by HHS or by any Federal agency for which laboratory services are being provided. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody forms; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports; performance records on performance testing; performance on certification inspections; and hard copies of computer- generated data. The laboratory shall be required to maintain documents for any specimen under legal challenge for an indefinite period.

(n) *Additional Requirements for Certified Laboratories.*

(1) *Procedure Manual.* Each laboratory shall have a procedure manual which includes the principles of each test, preparation of reagents, standards and controls, calibration procedures, derivation of results, linearity of methods, sensitivity of the methods, cutoff values, mechanisms for reporting results, controls, criteria for unacceptable specimens and results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and expiration dates, and references. Copies of all procedures and dates on which they are in effect shall be maintained as part of the manual.

(2) *Calibrators and Controls.* Laboratory calibrators and controls shall be prepared using pure drug reference materials, stock standard solutions obtained from other laboratories, or standard solutions obtained from commercial manufacturers. The calibrators and controls shall be properly labeled as to content and concentration. The standards (e.g., pure reference materials, stock standard solutions, purchased standards) shall be labeled with the following dates: when received (if applicable); when prepared or opened; when placed in service; and expiration date.

(3) *Instruments and Equipment.* (i) Volumetric pipettes and measuring devices shall be certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked periodically thereafter.

(ii) There shall be written procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable

function checks, and instructions for major troubleshooting and repair. Records shall be available on preventive maintenance.

(4) *Remedial Actions.* There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective actions are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

(5) *Personnel Available to Testify at Proceedings.* A laboratory shall have qualified personnel available to testify in an administrative or disciplinary proceeding against a Federal employee when that proceeding is based on positive urinalysis results reported by the laboratory.

Section 2.5 Quality Assurance and Quality Control.

(a) *General.* Drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, chain of custody, security and reporting of results, initial and confirmatory testing, certification of calibrators and controls, and validation of analytical procedures. Quality assurance procedures shall be designed, implemented, and reviewed to monitor the conduct of each step of the testing process.

(b) *Laboratory Quality Control Requirements for Initial Tests.* Each analytical run of specimens to be screened shall include:

(1) Sample(s) certified to contain no drug (i.e., negative urine samples);

(2) Positive control(s) fortified with drug or metabolite;

(3) At least one positive control with the drug or metabolite at or near the threshold (cutoff);

(4) A sufficient number of calibrators to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known calibrators, those values will be used to calculate sample data;

(5) A minimum of 10 percent of the total specimens and quality control samples in each analytical run shall be quality control samples; and

(6) One percent of each run, with a minimum of at least one sample, shall be the laboratory's blind quality control samples to appear as normal samples to the laboratory analysts. Implementation of procedures to ensure that carryover does not contaminate the testing of a donor's specimen shall be documented.

(c) *Laboratory Quality Control Requirements for Confirmation Tests.* Each analytical run of specimens to be confirmed shall include:

(1) Sample(s) certified to contain no drug (i.e., negative urine samples);

(2) Positive calibrator(s) and control(s) fortified with drug or metabolite; and

(3) At least one positive control with the drug or metabolite at or near the threshold (cutoff). The linearity and precision of the method shall be periodically documented. Implementation of procedures to ensure that carryover does not contaminate the testing of a donor's specimen shall also be documented.

(d) Agency Blind Sample Program.

(1) Agencies shall only purchase blind quality control materials that: (a) have been certified by immunoassay and GC/MS and (b) have stability data which verifies those materials' performance over time.

(2) During the initial 90-day period of any new drug testing program, each agency shall submit blind performance test samples to each laboratory it contracts with in the amount of at least 20 percent of the total number of specimens submitted (up to a maximum of 200 blind samples) and thereafter a minimum of 3 percent blind samples (up to a maximum of 100 blind samples) submitted per quarter.

(3) Approximately 80 percent of the blind quality control samples shall be negative (i.e., certified to contain no drug) and the remaining samples shall be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples shall be spiked only with those drugs for which the agency is testing.

(4) The agency shall investigate any unsatisfactory blind performance test sample results and submit its findings to the Secretary. The Secretary shall continue the investigation to ensure that the laboratory has corrected the cause of the unsatisfactory performance test result. A report of the Secretary's investigative findings and the corrective action taken by the laboratory shall be sent to the agency contracting officer. The Secretary shall ensure notification of the finding to all other Federal agencies for which the laboratory is engaged in urine drug testing and coordinate any necessary action.

(5) Should a false positive error occur on a blind performance test sample and the error is determined to be an administrative error (clerical, sample mix-up, etc.), the Secretary shall require the laboratory to take corrective action to minimize the occurrence of the particular error in the future; and, if there is reason to believe the error could have been systematic, the Secretary may also require review and reanalysis of previously run specimens.

(6) Should a false positive error occur on a blind performance test sample and the error is determined to be a technical or methodological error, the laboratory shall submit all quality control data from the batch of specimens which included the false positive specimen. In addition, the laboratory shall retest all specimens analyzed positive for that drug or metabolite from the time of final resolution of the error back to the time of the last satisfactory performance test cycle. This retesting shall be documented by a statement signed by the Responsible

Person. The Secretary may require an on-site review of the laboratory which may be conducted unannounced during any hours of operation of the laboratory. The Secretary has the option of revoking (section 3.13) or suspending (section 3.14) the laboratory's certification or recommending that no further action be taken if the case is one of less serious error in which corrective action has already been taken, thus reasonably assuring that the error will not occur again.

Section 2.7 Protection of Records.

Consistent with 5 U.S.C. 522a(m) and 48 CFR 24.101-24.104, all laboratory contracts shall require that the contractor comply with the Privacy Act, 5 U.S.C. 522a. In addition, laboratory contracts shall require compliance with patient access and confidentiality provisions of section 503 of Pub. L. 100-71. The agency shall establish a Privacy Act System of Records or modify an existing system, or use any applicable Government-wide system of records to cover both the agency's and the laboratory's records of urinalysis results. The contract and the Privacy Act System of Records shall specifically require that records be maintained and used with the highest regard for privacy.

Section 2.8 Individual Access to Test and Laboratory Certification Results.

Any person who is the subject of a drug test shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

PART J - APPENDICES

APPENDIX 1

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE…

The importance of small business to the County...

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

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

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

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts. as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

Sections:

2.202.010 Findings and declarations.
2.202.020 Definitions. For purposes of this chapter, the following definitions apply:
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.

2.202.010 Findings and declarations.

A. 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. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. 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. 2005-0066 § 1, 2005: 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 or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by 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 or a nonprofit corporation created by the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. 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, and any joint powers authorities of which the County is a member 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.

G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or Proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: 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 contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on 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) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

C. 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 or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.

D. 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. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The County may debar a contractor who has had a contract with the County in the preceding three years 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 a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

C. 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 or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.
(2) The frequency and/or number of incidents and/or duration of the wrongdoing.
(3) Whether there is a pattern or prior history of wrongdoing.
(4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
(10) Whether the wrongdoing was pervasive within a contractor's organization.
(11) The positions held by the individuals involved in the wrongdoing.
(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County, within reasonable time.
(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
(17) Other factors that are appropriate to the circumstances of a particular case.

F. 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 specified date. 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.

G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to 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 reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: 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.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by

the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)