



County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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February 11, 2025

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

8 February 11, 2025

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES CONTRACT AS A RESULT OF INVITATION FOR BIDS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) seeks delegated authority to execute a new Specimen Collection and Drug and Alcohol Testing Services Contract with Phamatech, Inc. (Phamatech).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute a contract substantially similar to the attached Specimen Collection and Drug and Alcohol Testing Services Contract with Phamatech effective July 1, 2025 or date of execution, whichever is later, through June 30, 2026, with two optional one-year extension periods through June 30, 2028.
2. Delegate authority to the Director of DCFS, or designee, to exercise the two optional extension years and to further extend the contract upon the California Department of Social Services' (CDSS) approval, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) County Counsel approval is obtained prior to execution of such extension(s); and (d) DCFS will notify the Board and the Chief Executive Officer (CEO), in writing, within 10 business days of executing such extension(s).
3. Delegate authority to the Director of DCFS, or designee to execute amendments to the Specimen Collection and Drug and Alcohol Testing Services Contract in alignment with any changes to meet program needs, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) County Counsel approval is obtained prior to execution of such amendments; and (d) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendments.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Amount by 10 percent per year during the term of the contract to accommodate any increase or decrease in services, provided that: (a) sufficient funding is available; (b) County Counsel approval is obtained prior to execution of such amendments; and (c) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendments.

5. Delegate authority to the Director of DCFS, or designee, to execute amendments to the Specimen Collection and Drug and Alcohol Testing Services Contract in instances of acquisitions, mergers, or other changes in ownership, provided that: (a) County Counsel approval is obtained prior to execution of such amendments; and (b) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendments.

6. Delegate authority to the Director of DCFS, or designee, to terminate the contract for contractor's default, County's convenience, or contractor initiates termination for convenience, provided that: (a) County Counsel approval is obtained prior to termination of the contract; and (b) the Director of DCFS notifies the Board and CEO, in writing, within 10 business days of terminating the contract.

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

DCFS is frequently ordered to provide drug and alcohol testing for families under its supervision by the Juvenile Court.

The purpose of the Specimen Collection and Drug and Alcohol Testing Services Contract is to provide DCFS and the Juvenile Court with a tool to assist in determining whether children are safe in the home of their parents or caregivers or can be safely returned to their parents or caregivers. Specimen Collection and 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, Specimen Collection and Drug and Alcohol Testing Services will not be available to DCFS. The safety of the children under DCFS' supervision in the homes of parents and caregivers with a history of drug and alcohol abuse and the efforts to return them to such homes quickly will be compromised.

The current contract with Phamatech expires on June 30, 2025. The new contract will continue to provide the Specimen Collection and Drug and Alcohol Testing Services for parents and primary caregivers whose drug and alcohol consumption may impair their ability to care for their children as well as minors with a court order.

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

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

The recommended actions are consistent with the Countywide Strategic Plan Goal North Star 1, Make Investments That Transform Lives, Focus Area Goal D, Support Vulnerable Populations and North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract Amount will be \$4,802,460. The total Maximum Contract Sum for the three-year term will be \$14,407,380. This contract will be financed using 25 percent Federal funds and 75 percent Local funds. Sufficient funding will be included in the Department's Fiscal Year (FY) 2025- 2026 Budget Request.

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

The contract is authorized under the CDSS, Manual of Policies and Procedures Section 23-601, Purchase of Service from a Public or Private Agency.

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

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

### **CONTRACTING PROCESS**

On December 6, 2023, DCFS released an Invitation for Bids (IFB) solicitation for the Specimen Collection and Drug and Alcohol Testing Services Contract. DCFS notified vendors registered on the County's Webven and advertised the IFB in newspapers of general circulation. Additionally, an advertisement was posted on the County and DCFS websites. In response to the IFB solicitation, seven (7) potential bidders attended the bidders' conference, which resulted in one bid submitted by Phamatech, the current Specimen Collection and Drug and Alcohol Testing Services contractor.

DCFS surveyed the potential bidders that did not submit a bid and inquired their reason for not submitting a bid. The results revealed that bidders could not meet some of the requirements such as the turnaround time for test result reporting or the scope of work did not adequately align with their current capabilities.

On August 21, 2024, DCFS completed the review of the required documents submitted by a bidder. As a result, DCFS determined Phamatech to be the lowest priced, responsive responsible bidder and to have met all of the minimum requirements as outlined in the IFB.

On December 10, 2024, DCFS sent a tentative selection of contract award letter to Phamatech.

DCFS followed all applicable State and County procedures in conducting this solicitation.

### **CONTRACTOR PERFORMANCE**

Phamatech has met the performance requirements of their current contract and has been responsive to the evolving needs of the Specimen Collection and Drug and Alcohol Testing Services Contract. Phamatech has worked closely with DCFS in the development and implementation of a new Specimen Collection and Drug and Alcohol Testing Services referral system with additional functionality. Phamatech's Information Technology (IT) staff have worked in concert with DCFS' IT to

address technical issues and ensure that confidentiality was preserved. The contractor will be monitored by DCFS' Bureau of Clinical Resources and Services, Health Management Services Division.

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

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

**CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Officer of the Board send an adopted stamped copy of the Board letter and attachment to DCFS.

Respectfully submitted,



BRANDON T. NICHOLS

Director

BRANDON T.  
NICHOLS  
Director  
BTN:JF:CMMRW:LTI:  
JS:tg  
Enclosures

Enclosures

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

**APPENDIX A**

**(IFB CONTRACT)**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

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

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

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

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

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  - A-2 User Complaint Report (UCR)
  - A-3 Department of Children and Family Services Forms for Specimen Collection and Drug And Alcohol Testing Services
  - A-4 Listing of 20 Designated Zip Codes Areas for Collection Sites Monday – Friday
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  - A-6 Listing of Los Angeles County DCFS Regional Offices by SPA
  - A-7 Listing of Collection Sites
  - A-8 Sample of Vendor Invoice
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- B Bid Price/Pricing Schedule
- C Line Item Budget and Budget Narrative
- D County’s Administration
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- M-1 Auditor – Controller Contract Accounting and Administration Handbook
- M-2 OMB A-122:
  - <https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>
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- N Federal Award Information (2CFR 200.331)

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

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

---

**FOR**

**SPECIMENT COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES**

This Contract and Exhibits made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

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

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

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

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

WHEREAS, expenditures made by Contractor in the administration of this Contract shall be in compliance with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>

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

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority (1) Contract, (2) Exhibit A, Statement of Work (SOW), and (3) Exhibits.

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

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

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

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

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

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

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

- 2.1.17 **County:** County of Los Angeles and includes the Department of Children and Family Services.
- 2.1.18 **DCFS:** County's Department of Children and Family Services.
- 2.1.19 **Participant:** Person who partakes of the services the Contractor is obligated to perform for County under this Contract.
- 2.1.20 **Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.21 **State:** means the government of California.

### 3.0 WORK

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

### 4.0 TERM OF CONTRACT

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

4.1.1 Extension Option One: \_\_\_\_\_ through \_\_\_\_\_.

4.1.2 Extension Option Two: \_\_\_\_\_ through \_\_\_\_\_.

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

4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor will send written notification to the County Program Manager at the address herein provided in Exhibit D (County's Administration).

- 4.4 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.
- 4.5 The term of this Contract may also be extended by the Director of DCFS or designee by written notice to the Contractor 60 days prior to the expiration of the Contract term for a period not to exceed six (6) months beyond the expiration date listed on 4.1 above, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## 5.0 CONTRACT SUM

5.1 The Total Contract Sum for this contract, including the two extension options is \$ \_\_\_\_\_.

5.1.1 The Maximum Annual Contract Amount, effective \_\_\_\_\_ through \_\_\_\_\_ is \$ \_\_\_\_\_.

5.1.2 The Maximum Annual Contract Amount for Extension One, effective \_\_\_\_\_ through \_\_\_\_\_ is \$ \_\_\_\_\_.

5.1.3 The Maximum Annual Contract Amount for Extension Two, effective \_\_\_\_\_ through \_\_\_\_\_ is \$ \_\_\_\_\_.

5.1.4 County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Total Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in Exhibit B-1, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.

5.1.5 Contractor shall have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through



assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

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

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

**5.1.8** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

## **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

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

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Contract Amount allocated for each contract year as stated in sub-section 5.1.1 through 5.1.3 above. Upon occurrence of this event, the Contractor shall send written notification to the County Programs Manager identified on Exhibit D (County's Administration).

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

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

### **5.5 Invoices and Payments**

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

**5.5.2** Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall submit all invoices by the 15<sup>th</sup> calendar day of the month following the month of services. Any invoice submitted more than 15 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 30 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 30 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 30 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

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

**County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting Services, Contract Accounting Section  
510 S. Vermont Ave.  
Los Angeles, CA 90020**

And a duplicate copy of the invoice to:

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

**5.5.4 County Approval of Invoices**

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

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

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

- 5.5.6** The Contractor's payments will be as provided in Exhibit B (Bid Price/Pricing Schedule), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.7** The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work and Exhibits) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.8** For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of compensation specified in the Bid Price/Pricing Schedule (Exhibit B), as supported by the Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any amendments thereto.
- 5.5.9** Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Amount between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, and travel) of Contractor's approved Budget each Contract year. Contractor shall submit such Budget Modification to the County Program Manager. Budget Modification shall be signed and dated by Contractor's authorized representative.
- 5.5.9.1** Contractor shall request County's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Total Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.10** Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

- 5.5.11** Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.12** In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.5.13** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Total Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.14** Contractor shall not be paid for expenditures beyond the Total Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.
- 5.5.15** Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.16** No Payment for Services Provided Following Expiration-Termination of Contract.
- 5.5.17** The Contractor shall have no claim against County for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the

Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

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

## **5.6 Intentionally Omitted**

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

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

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

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

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

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

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

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

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

Responsibilities of the County's Program Director include:

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

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

The responsibilities of the County's Program Manager include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- 6.3.3** Overseeing the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited.

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

## **6.4 Intentionally Omitted**

# **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Administration**

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

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

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

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

**7.2.3 Intentionally Omitted**

**7.3 Approval of Contractor's Staff**

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

**7.4 Contractor's Staff Identification**

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

**7.5 Background and Security Investigations**

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

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

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

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



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

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

## **7.6 Confidentiality**

**7.6.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.6.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.6.4** Contractor shall sign and adhere to the provisions of Exhibit F-1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.6.7** Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.6.8** Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Sub-Contractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.9** Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Changes**

- 8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of DCFS, or designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The

County reserves the right to add and/or change such provisions as required by the Federal, State, or County Regulation change, County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of DCFS, or designee.

- 8.1.3** The Director of DCFS or designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by and by the Director of DCFS, or designee.
- 8.1.4** For any other changes which do not have an effect on the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, a change notice shall be prepared by County, and executed by Contractor and County Program Manager or designee.
- 8.1.5** For any change not covered by Sub-sections 8.1 or 8.2, an Amendment to this Contract shall be prepared by County, signed by Contractor, and executed by County as authorized by the County's Board of Supervisors.
- 8.1.6** The Director of DCFS or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of DCFS, or designee.

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

- 8.2.1** The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part,

without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

## **8.5 Complaints**

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

**8.5.1** Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

**8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said plan or with requested changes.

**8.5.3** If the County requests changes in the Contractor's procedures, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor shall submit proposed changes to the County for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints within one (1) business day and notify the County's Contract Program Manager of the status of the investigation within three (3) business days of receiving the complaint.

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

**8.5.7** Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees,

agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3** Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 8.6.4** For contract over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.6.5** Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

## **8.7 Compliance with Civil Rights Laws**

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

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

- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

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

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor shall have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90

days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

**8.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted



during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract

#### **8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or Skill and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants, by job category, to Contractor. Contractor shall report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

#### **8.12.2 Chapter 2.202 of the County Code**

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

#### **8.12.3 Non-responsible Contractor**

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

#### **8.12.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The

Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

**8.12.6** A registry of Debarred Contractor's for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- COUNTY:  
<http://doingbusiness.lacounty.gov/debarmentlist.htm>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

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

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

**8.14.2** As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Intentionally Omitted**

#### **8.17 Employment Eligibility Verification**

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

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

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

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

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform shall be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

As used in this paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

## **8.23 Indemnification**

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

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

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

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

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



shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

and the Contract Analyst

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

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

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

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

**8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability and Sexual Misconduct policies with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County

and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

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

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained

insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.8 Waivers of Subrogation**

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

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

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

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

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

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

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

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

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow

form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

#### **8.24.15 County Review and Approval of Insurance Requirements**

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

### **8.25 Insurance Coverage**

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

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

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

**8.25.3 Workers Compensation and Employers’ Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than

\$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.25.4 Unique Insurance Coverage**

### **8.25.4.1 Sexual Misconduct Liability**

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

### **8.25.4.2 Professional Liability/Errors and Omissions**

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

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

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design,

consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

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

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

#### **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Department Head, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not

performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or designee, in a written notice describing the reasons for said action.

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

- 1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- 2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the Exhibit A-1, Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- 3) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

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

- That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of



race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law of this Contract. Additional information is available at:

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

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class or electronic mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee shall will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any

commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Director. The County shall not unreasonably withhold written consent.

**8.37.2** The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

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

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

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

**8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach

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

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

### **8.39 Recycled Paper**

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

### **8.40 Subcontracting**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6** The County's Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** Contractor shall obtain the following from each Sub-Contractor before any Sub-Contractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:
- An executed Exhibit F-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
  - Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage, of this Contract, and
  - The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 8.40.9** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance

required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the CPM listed in Exhibit D (County's Administration), before any Subcontractor employee may perform any work hereunder.

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

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

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

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and pursue debarment of the Contractor), pursuant to [County Code Chapter 2.202](#).

**8.42 Termination for Convenience**

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

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent

specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

### **8.43 Termination for Default**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Manager:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

**8.43.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its



sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

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

**8.43.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in sub-section 8.43.2, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of sub-section 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

**8.43.5.1** These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these

liquidated damages shall not in any way change, or affect the provisions of Section 8.23, Indemnification.

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

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

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

**8.44.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

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

**8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

## **8.50 Warranty Against Contingent Fees**

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

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

## **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

## **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

## **8.53 Time Off For Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every Contractor and

subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.55 Intentionally Omitted**

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

Contractor, and its subcontractors, shall comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.57 Compliance with the County Policy of Equity**

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

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

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

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

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Campaign Contribution Prohibition Following Final Decision in Contract Proceeding Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

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

**9.2.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and

trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, shall be specifically identified by the Contractor to the County's Contract Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

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

- 9.3.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or

unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

**9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

#### **9.4 Data Destruction**

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

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

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

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are



destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.5 Contractor's Charitable Activities Compliance**

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

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

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

**9.6.2** The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

**9.6.3** The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

**9.6.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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

- 9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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

- 9.8.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

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

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

**9.13 Child Abuse Prevention Reporting**

**9.13.1** Contractor agrees that the safety of the child will always be the first priority. To ensure county and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

**9.13.2** Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

**9.13.3** A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that

he or she knows of the reporting requirements and will comply with them.

**9.13.4** The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **9.19 Employee Benefits And Taxes**

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

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

### **9.20 Events of Default**

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

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

**9.20.1.1** Contractor has made a misrepresentation of any required element in the Bid submitted in response to the Invitation for Bids, if any; or

**9.20.1.2** Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

**9.20.2** Default for Insolvency

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

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

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

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

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

**9.20.3** Other Events of Default

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

**9.21** Fixed Assets

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

**9.22** Former Foster Youth Consideration

**9.22.1** Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/START participants as described in, Sections 8.10 and 8.11, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

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

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

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

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

### **9.24 Proprietary Rights**

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



- 9.24.2** Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 9.24.3** Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”
- 9.24.4** County will use reasonable means to ensure that Contractor’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in section 8.36. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- 9.24.5** Notwithstanding any other provision of this Contract, County shall not be obligated in any way under sub-section 9.24.4 for:
- 9.24.5.1** Any material, data and information not plainly and prominently marked with restrictive legends as set forth in sub-section 9.24.2;
  - 9.24.5.2** Any materials, data and information covered under sub-section 9.24.3; and

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

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

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

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

## **9.25 Shred Document**

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

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

## **9.26 Use of Funds**

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

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

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

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

**9.28.1** Data Encryption. Contractor and Sub-Contractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

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

**9.28.1.2** Transmitted Data. All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

**9.28.1.3** Certification. The County shall receive within ten (10) business days of its request, a certification from Contractor (for itself and any Sub-Contractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.28 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

Contractor represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors shall register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. Contractor certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. Contractor certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit Q, Federal Debarment and Suspension Certification.

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

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

## **9.31 Records and Investigations**

**9.31.1** Contractor shall be responsible for annual financial audits, as applicable, of its agency and shall require Subcontractors to be

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

Department of Children and Family Services  
Contracts Administration Division

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

### **9.32 Federal Award Identification**

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

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

## **10. Survival**

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments and Changes
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards

Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor in this Contract. This Contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

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

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

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

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

Title \_\_\_\_\_

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

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

Title \_\_\_\_\_

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

# EXHIBIT A - STATEMENT OF WORK



COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



**STATEMENT OF WORK**

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

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## **STATEMENT OF WORK**

### **1.0 PREAMBLE**

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

The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the COUNTY'S shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today and is reflected in the Countywide Prevention Plan.

### **2.0 INTRODUCTION**

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

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

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

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

Contractor shall provide Specimen Collection for Drug and Alcohol Testing services to County as specified in this Statement of Work (SOW). Contractor shall provide sufficient staff, equipment, supplies, facilities and multiple Collection Sites to perform the services of this SOW. All Collection Sites will engage in culturally and linguistically responsive services performed by sufficiently qualified individuals, to the extent possible, in accordance with all applicable laws and with a respectful and sensitive response to County clients who are referred for Drug and Alcohol testing.

### 3.0 DEFINITIONS

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

- 3.1 **Alcohol Testing** – A method of measuring the presence of alcohol in a person’s body through analysis of a collected sample.
- 3.2 **Business Day** – Shall be defined as Monday through Friday excluding County holidays. County holidays include: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People’s Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving (also known as Black Friday), and Christmas Day.
- 3.3 **Cancelled Test** – A test where a Chain of Custody form has already been printed for a specimen, but the test cannot be processed.
- 3.4 **Certified Drug-testing Laboratory** – A laboratory certified by Substance Abuse and Mental Health Services Administration (SAMHSA); or College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) where sample analyses will be conducted.
- 3.5 **Chain of Custody** – Procedures to account for the integrity of each collected specimen by tracking its handling and storage from point of sample collection to final disposition of the sample. Contractor shall develop appropriate Chain of Custody form(s).
- 3.6 **Children’s Social Worker (CSW)** – Social Workers employed by DCFS managing caseloads of children who are under the supervision and custody of DCFS.
- 3.7 **Client ‘800’ Hotline Number** – A toll free number maintained by the Contractor where Contractor records a message in English and Spanish, Sundays through Thursdays after 7:00pm and before 7:30pm, starting with the day of the week, followed by the date, and the first letter of the last names of those clients who must report for testing (using Exhibit A-9, Law Enforcement Phonetic Alphabet) on which the samples will be collected. The hotline number will announce the letters for Random and Weekly testing in both English and Spanish.

- 3.8 **Client Website** – A website maintained by the Contractor that includes copies of all relevant forms related to Drug and Alcohol testing provided by DCFS, list of all collection sites with address, telephone number and hours of operation, a map showing all collection sites in relation to one another, and the Drug and Alcohol testing letters being called for the next day in both English and Spanish. The letters are to be updated Sundays through Thursdays after 7:00pm and before 7:30pm. All planned and unplanned collection site closures will be posted on the website. Planned closures are to be added one week before the closure date. Unplanned closures are to be added within 30 minutes of notification from the site.
- 3.9 **Collection Site(s)** – A facility provided by Contractor, and approved by County Program Manager, where County clients present themselves for the purpose of providing a sample to be analyzed for the presence of drugs and/or alcohol. The sites have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, including chain of custody procedures, security, temporary storage, and shipping or transportation of collected samples to a certified drug-testing laboratory.
- 3.10 **Contract Project Director (CPD)** – means the Contractor's designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by Contractor as defined in the Contract Terms and Conditions and in this SOW.
- 3.11 **County** – DCFS on behalf of the County of Los Angeles and its Board of Supervisors, or representatives of the Los Angeles County Auditor-Controller.
- 3.12 **County Program Manager (CPM)** – County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 3.13 **County Random Drug and Alcohol Testing Program** – Testing schedule whereby clients are selected to test on a randomly selected day two times per month. The clients are informed of the days on which they have been selected to test by means of a call-in message system as well as a web page showing the Drug and Alcohol testing letters being called for the day, in both Spanish and English. The call in message system and website are to be maintained and recorded by the Contractor.
- 3.14 **Cut-off Level(s)** – The decision point or value used to establish and report a sample as negative, positive, adulterated, or invalid.
- 3.15 **D/L Isomer Test** – A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding, to be used on a case by case basis.

- 3.16 **Drug and Alcohol Testing** – A method of measuring the presence of drugs and alcohol in a person’s body through analysis of a collected specimen.
- 3.17 **EIA** – Enzyme Immunoassay is a procedure measuring antibodies to detect the analyte of interest and an enzyme linked to the antigen-antibody complex.
- 3.18 **EMIT** – Enzyme Multiplied Immuno-Assay Technique is a screening or initial test that uses antibodies to detect the presence of a drug or metabolite in a sample. It is used to eliminate “negative” samples from further consideration and to identify the presumptively positive samples that require confirmation or further testing.
- 3.19 **Ethyl glucuronide (EtG)** test is widely used to detect the presence in the sample of ethyl glucuronide, a breakdown product of ethanol, the intoxicating agent in alcohol. It can also screen for EtG in your blood, hair, and nails, but a urine test is the type most widely used.
- 3.20 **GCMS** – Gas Chromatograph Mass Spectrometry (GCMS) is a confirmatory test to identify the presence of specific drug or metabolite. It is a combination of two different analytical techniques. Gas chromatography physically separates the various substances that have been extracted from a sample. Mass spectrometry is the technique used to provide a positive identification of substances that were separated by the gas chromatograph.
- 3.21 **In County** – In County is any location inside the borders of the County of Los Angeles.
- 3.22 **Out of County** – Any location outside of the borders of the County of Los Angeles is considered Out of County.
- 3.23 **Juvenile Dependency Court** – A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.24 **LC-MS/MS** – Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) is a technique that combines high pressure liquid chromatography with tandem mass spectrometry to identify complex mixtures of proteins and peptides.
- 3.25 **Minor Testing** – Youth referred for specimen collection and testing between the ages of 12 and 17 years old.
- 3.26 **“National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs” also known as the Standard Panel are as follows:**
- 3.26.1 **Five Panel Drug Test**
- Opiate panel: morphine, codeine & hydrocodone (Vicodin);

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

### 3.26.2 Other Drugs

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

### 3.26.3 Additional Methods

- Any method of testing, other than urine, as ordered by the Juvenile Dependency Court.

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

- 3.33 **Referral** – An authorization, issued by DCFS staff, for a County client to provide a drug and/or alcohol testing sample.
- 3.34 **Service Component** – Emergency Response (ER), Family Maintenance (FM), Family Reunification (FR), Permanent Plan (PP), Voluntary Family Maintenance (VFM), Voluntary Family Reunification (VFR), and other DCFS services.
- 3.35 **Spanish Phonetic Alphabet (Exhibit A-9)** – Will be used to identify the letters on the nightly recording in Spanish
- 3.36 **Specialized Schedule** – Testing is set on a regular frequency or interval (e.g., twice a week, once a month, etc.) for a specific period of time as ordered by the Juvenile Dependency Court.
- 3.37 **Supervising Children’s Social Worker (SCSW)** – Supervisors with DCFS who supervise, or meet the eligibility to supervise CSWs.
- 3.38 **Turn Away Notice Form** - An explanatory form, created by the contractor, that is given to clients who show up to the collection site and the collection process could not be initiated. The form specifies the reason(s) why a sample was not collected and advises the client to discuss this with their assigned CSW.
- 3.39 **Unconfirmed Result** – When there is a positive test result and not enough sample to confirm the result.
- 3.40 **Sample Collection** – The process of gathering samples provided by the clients as ordered by the Juvenile Dependency Court or requested by the DCFS staff.
- 3.41 **Weekly Schedule** – Testing once per week for a specific period of time as ordered by the Juvenile Dependency Court.

#### **4.0 COUNTY’S PROGRAM MANAGEMENT REQUIREMENTS**

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

- 4.5 County shall have full authority to monitor Contractor's performance in the day-to-day operation of this contract, which may include unannounced visits.
- 4.6 Monitoring may be performed by CPM or designated alternate or any other individual or group authorized by CPM.
- 4.7 County may provide a User Complaint Report (UCR) (Exhibit A-2) or other written or oral notice to Contractor whenever the requirements of this Contract are not being met.

## **5.0 CONTRACTOR'S REQUIREMENTS**

- 5.1 CONTRACTOR shall provide a CPD to manage all operations in connection with providing the services of this Contract, and an Information Technology Program Manager (ITPM). CPD is responsible for maintaining communication with DCFS, and the Information Technology Program Manager shall directly address all Information Technology issues, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.
  - 5.1.1 The name and cell phone number of the CPD and that of an alternate who is authorized to act on behalf of Contractor in the CPD's absence shall be designated in writing in Exhibit E, Contractor's Administration.
  - 5.1.2 Contractor shall provide the name, cellphone number and email address of its Information Technology Program Manager (ITPM) who shall directly address with DCFS, all Information Technology issues.
- 5.2 CPD, ITPM and designated alternate, must be able to read, write, speak and understand English.
- 5.3 CONTRACTOR shall immediately notify CPM of any change in CPD or ITPM.
- 5.4 CPD or designated alternate, and the Information Technology Program Manager (of their designated alternate) shall be available to County's authorized personnel from 7:00 AM to 7:30 PM, Monday through Friday, and on Saturday's between 9 am and 1 pm, except County holidays.
- 5.5 Contractor shall provide sufficient personnel, who are competent to perform all work in accordance with the requirements of the Contract. CPD or other managers in the employ of Contractor shall supervise all of Contractor's personnel.
- 5.6 Contractor shall immediately notify County of any changes in Contractor's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of CPM or designated alternate.



- 5.7 Contractor shall not permit any employee to perform services under this Contract if the employee is physically or mentally incapacitated or is under the influence of any substance where the employee's performance would be impaired.
- 5.8 CPM may, at his or her sole discretion, direct Contractor to remove from any work under this Contract, any of its personnel who CPM determines has performed acts which are inimical to the interest of children, or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 5.9 Contractor shall provide a Client Complaint Process: a website address, email address, and a phone number that clients can use to answer any questions or concerns they may have or to submit a complaint.
- 5.9.1 Contractor shall create and provide brochures, in both English and Spanish, to be displayed at each collection site, subject to DCFS approval, containing a simple scientific explanation of the collection and testing process. The brochure shall also include a complaint process, including Contractor's phone number, email, or website and explain the process to the Client to report any problems or complaints.
- 5.9.2 Contractor shall report all client complaints to the CPM via electronic mail within 48 hours of receiving the complaint.
- 5.9.3 Contractor shall provide a monthly report of client complaints via electronic mail, which shall include the research and resolution for each complaint, and submit it to the CPM by the 25<sup>th</sup> day of the month for the prior month.
- 5.9.4 All of the reports referenced in this section 5.9 shall be submitted via electronic mail to the CPM and their designated alternate(s) as indicated on Exhibit D, County's Administration.
- 5.9.5 Bidders must not have any unresolved noncompliance or performance issue(s) listed in the Contract Alert Reporting Database (CARD) or any unresolved findings reflecting past performance history related to any County, State, federal, or out of-state government contracts. Bidder (Prospective Contractor) must disclose any such non-compliance findings that can be construed as being unresolved in Appendix B, Required Forms, Form 20, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties.

## **6.0 REFERRAL PROCESS**

- 6.1 DCFS will initiate drug and alcohol testing by requiring its clients to report to a Collection Site to provide a sample to be tested. DCFS staff may refer a Client at any time, and may request that a Client be tested using one or more of the following

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

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

## 6.2 Random Drug and Alcohol Testing

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

## 6.3 On-Demand Testing

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

### 6.3.1 Manual On-Demand Testing

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

## 6.4 Make-Up Testing

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

## 6.5 Weekly Schedule

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

## 6.6 Tracking and Scheduling

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

- a) Name of Client
- b) Client's date of birth
- c) Gender
- d) DCFS Case or Referral Number (if client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed)
- e) Type of Testing schedule (e.g. random, on-demand, weekly, make-up or specialized schedule)
- f) Test Date
- g) Test Results
- h) Court Order? (Yes or No)
- i) DCFS Service Component Type (e.g. ER / FM / FR / PP/ VFM/ VFR/ Other)

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

## 6.7 Secured Web-Based Referral System

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

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

## 6.8 Contractor Confidentiality

Contractor is responsible for maintaining the confidentiality of DCFS client information following the Sample Collection for Drug and Alcohol Testing Services Contract Part I, Section 7.6, Confidentiality, of the Contract.

## **7.0 COLLECTION SITES**

- 7.1 Contractor shall provide Monday through Friday, a minimum of 20 Collection Sites throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday. The minimum number of collection sites may be increased based on the needs of the Regional Offices.
  - 7.1.1 Included in the minimum number of 20 Collection Sites Contractor shall provide Monday through Friday, a Collection Site in Avalon, Catalina Island, as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday.
- 7.2 Contractor shall provide on Saturday or Sunday, a minimum of eight Collection Sites, one Collection Site in each SPA in the County of Los Angeles as indicated in Exhibit A-5, Listing of Eight Designated Zip-Code Areas for Collection Sites- Saturday or Sunday.
  - 7.2.1 Contractor's Weekend Collection Sites may be the same as the Monday through Friday Collection Sites which are included within the minimum number of 20 Collection Sites as stated in Section 7.1 above.
- 7.3 Contractor shall provide a minimum of one Collection Site within designated zip-codes for a minimum total of 20 Collection Sites, as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday. The zip-codes are aligned with DCFS Regional Offices as listed in Exhibit A-6, Listing of Los Angeles County DCFS Regional Offices by SPA.
- 7.4 Contractor shall make every effort to provide notice to CPM in writing via electronic mail, two weeks in advance of any change in Collection Site location. Changes in Collection Sites are subject to the approval of CPM.
- 7.5 Contractor shall notify CPM in writing via electronic mail, within eight hours of determining that Contractor is unable to maintain a Collection Site in a designated zip-code, along with a plan to locate a new Collection Site.
  - 7.5.1 If Contractor is unable to locate a Collection Site within the designated zip-codes within 30 days of the first notification to CPM that Contractor is seeking a new Collection Site, Contractor shall notify CPM, in writing, of all efforts made to locate a Collection Site within the designated zip-codes. If approved by CPM in writing, Contractor may provide a substitute Collection Site outside of a designated zip-code.
- 7.6 Contractor's Collection Sites shall be listed on Exhibit A-7, Listing of Collection Sites.

- 7.6.1 Contractor shall submit a new Listing of Collection Sites, Exhibit A-7, Listing of Collection Sites, to CPM upon approval when adding or deleting Collection Sites.
- 7.6.2 Contractor shall ensure that all Collection Sites remain clean and well maintained at all times of operation. Contractor shall make unannounced visits to every individual Collection Site a minimum of once every other month, to ensure the cleanliness and appropriateness of the Collection Site.
- 7.6.3 Contractor shall ensure that all Collection Sites have a mechanism to collect complaints from the Clients that receive services at the Collection Sites and to electronically submit all complaints to the Contractor daily.
- 7.7 Contractor shall make every reasonable effort to process sample collection and testing outside of Los Angeles County, as well as outside of California, to accommodate clients as ordered by the Juvenile Dependency Court.
- 7.8 Contractor will make every reasonable effort to accommodate client's diverse language needs, including those who are deaf and hard of hearing.

## **8.0 HOURS OF OPERATION**

- 8.1 Contractor shall ensure that Sample Collection for Drug and Alcohol Testing Services within each of the following eight SPAs are available to County clients between the hours of 8:00 AM to 7:00 PM, Monday through Friday; and between the hours of 9:00 AM to 1:00 PM, on Saturday or Sunday, as listed herein: Upon County approval, the Hours of Operation can be modified for the protection and safety of the staff and clients due to a pandemic.

SPA 1: Monday-Friday, 8:00 AM to 7:00 PM  
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 2: Monday-Friday, 8:00 AM to 7:00 PM  
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 3: Monday-Friday, 8:00 AM to 7:00 PM  
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 4: Monday-Friday, 8:00 AM to 7:00 PM  
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 5: Monday-Friday, 8:00 AM to 7:00 PM  
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 6: Monday-Friday, 8:00 AM to 7:00 PM  
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 7: Monday-Friday, 8:00 AM to 7:00 PM  
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 8: Monday-Friday, 8:00 AM to 7:00 PM (except in Avalon, Catalina Island)  
Saturday or Sunday, 9:00 AM to 1:00 PM

- 8.2 Speciment Collection and Drug and Alcohol Testing Services in Avalon, Catalina Island, shall be available between the hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of a lunch period. Weekend hours are not required in Avalon, Catalina Island. (Please see Exhibit A-4 and A-5, SPA 8, Zip-Code 90704).
- 8.3 The required weekday hours of operation from 8:00 AM to 7:00 PM may be provided using no more than 2 sites in the designated zip-codes identified for each office. For example, a Collection Site within a designated zip-code for each office may be open from 8:00 AM to 1:00 PM; and a second Collection Site within the same zip-codes may service the same office from 1:00 PM to 7:00 PM, to comply with the 11 hour, Hours of Operation requirement.
- 8.4 Contractor shall make every effort to provide advance notice, within 15 minutes to CPM and their designated alternate(s) via email and a phone call as soon as known by Contractor of any unanticipated changes in hours of operation, or availability of a witness/collector (male or female). If the CPM and their designated alternate(s) are unavailable by phone, voicemails shall be left with the pertinent information.
- 8.4.1 Contractor shall post any changes in collection site hours of operation and any changes in the availability of on-site witnesses/collectors (male or female), along with alternate Collection site locations, on their web site in both English and Spanish. This same information will be posted on the entrance door of the affected Collection site facility in both English and Spanish.
- 8.4.2 All postings shall include two alternative nearby Collection Site locations with the street addresses, contact telephone numbers, and hours of operation in both English and in Spanish.
- 8.5 Additional hours or days may be provided by Contractor at no additional cost to County. During the contract period, County and Contractor may jointly discuss and, through mutual agreement, increase or decrease the number of Collection Sites and the hours of operation based on the changing needs of the County.
- 8.6 Specialized Collection sites may have different operating hours.



## 9.0 COLLECTION PROCESS

- 9.1 Contractor shall ensure that all Collection Sites will have both a male and female collector available onsite for the client to choose from, based on their gender identity. No collection site shall decline to provide a witnessed collection because the client's gender identity differs from what is on their identification. The Collection Site shall begin and maintain a verifiable and reliable chain of custody.
  - 9.1.1 Contractor shall ensure that transgender, gender nonconforming and intersex identified individuals are provided an option as to which gender they feel most comfortable as a witness.
- 9.2 Contractor shall ensure that all Collection Sites have electronic access to a secure web based system in order to receive ongoing electronic referrals from Contractor for clients who are scheduled for drug or alcohol test.
- 9.3 Thereafter, throughout the day, and within 10 minutes of receipt of referrals, Contractor shall send through a secured electronic delivery method to each Collection Site, authorization to collect a sample from On-Demand clients.
- 9.4 Contractor shall ensure that COUNTY clients who provide samples at the Collection Sites do so only with prior written authorization for testing by DCFS or in accordance with County On Demand, Random, Make-up, Weekly, or Specialized Testing schedule. Refer to Section 14.0, Toll Free Number for DCFS Clients for Random and Weekly Testing.
- 9.5 Contractor shall request DCFS clients to produce United States government issued valid photo identification document (e.g., Driver's license, passport, State identification card, etc.) and verify that the client is the person whom they claim to be.
  - 9.5.1 DCFS Clients who do not possess a valid photo identification document may be provided with a document containing their photograph on DCFS letterhead by DCFS (Note: The Client's photo must be of a quality that clearly identifies the Client), with the following information: Name of Client, Date of Birth, Case Number, CSW and SCSW names and phone numbers with at least one of their signatures, and the following language: "This serves as a means to allow the Client named herein to participate in the DCFS Drug and Alcohol Testing Program only." Contractor is to accept hard copy document from DCFS Client, or an electronic copy from Contractor or DCFS.
  - 9.5.2 CPM may notify Contractor of alternative identification methods that will be used to identify clients for drug and/or alcohol testing purposes.

- 9.5.3 Contractor should be able to receive from DCFS, a photo of the client using web services.
- 9.6 Contractor is not required to collect samples from DCFS clients who come to the collection site without a mask or face covering during a pandemic while State or local policies require face coverings.
- 9.7 For the duration of any pandemic, Contractor is not required to collect samples from DCFS clients exhibiting or disclosing symptoms associated with the pandemic until they are symptom free or as directed by the local health officer.
- 9.8 Contractor shall give each Client who has provided a sample a receipt indicating the date, time, and location of the sample collection. The receipt shall include a name and telephone number of a person who can verify the sample collection.
- 9.9 Contractor shall provide written documentation, a Turn Away Form, to a Client who appears for testing during testing hours of operation and is unable to test. Documentation shall include reasons for the client's inability to test and include a name and telephone number of a person who can verify the information. A copy of all Turn Away forms given out for the day are to be electronically sent to the contractor every night after collections have been completed and a copy of each turn away form is to be sent electronically to the assigned CSW by 2pm the following business day.
- 9.10 Contractor shall only report as No Shows or Missed Tests, those factual instances when the Parent/Client/Donor did not show up for testing.
- 9.10.1 Contractor shall factually report any lost, leaked or misplaced tests as lost, leaked or misplaced tests and shall report the reason why any sample collected and submitted does not have a test result reported.
- 9.11 County may withhold payment to Contractor for any costs incurred for sample collection not performed in accordance with the DCFS Random Drug and Alcohol Testing Program or without prior written or verbal authorization by County for On-Demand or Specialized testing.

## **10.0 SAMPLE SCREENING, ANALYSIS, AND CERTIFICATION**

- 10.1 Contractor shall perform an initial screening and test all samples submitted for alcohol and drug testing to detect positive or negative screening results for the Five Panel Drug Test and Other Drugs, or for drugs outside of the Five Panel Drug Test and Other Drugs as ordered by the Juvenile Dependency Court as defined above in Section 3.23.
- 10.1.1 The Contractor is to comply with the most current SAMHSA recommended cutoff levels for alcohol and the Five Panel Drug Test and

Other Drugs. The Contractor is to notify the County of any changes to the SAMHSA recommended cutoff levels.

- 10.2 All samples initially screened as negative for the substances noted shall be reported as negative. All samples, which are positive in the initial screen, shall be subjected to further confirmation of positive results.
- 10.3 Contractor shall perform confirmation of all samples submitted for drug testing which yield positive results in the initial screening process to substantially determine the validity of positive screen results. The confirmation shall be conducted by utilizing either LC-MS/MS or GCMS.
  - 10.3.1 All drug tests that yield positive for amphetamines must be confirmed by utilizing the D/L Isomer test.
- 10.4 When requests for outside re-tests of samples are made by the Juvenile Dependency Court, Contractor shall send the sample and all chain of custody documentation to the designated outside laboratory at no charge to County. The requestor shall make all necessary arrangements with the outside laboratory performing the retest.
- 10.5 All drug analyses shall be conducted by a laboratory certified by the SAMHSA or accredited by the CAP/FUDT. Contractor shall provide proof of the certification. County may require a selected vendor that is CAP/FUDT accredited to provide annual documentation showing accreditation for each analyte tested at no additional cost to County. County shall utilize its discretion to determine the appropriate annual documentation for submission by the vendor.

## **11.0 ALCOHOL ANALYSIS AND CERTIFICATION**

- 11.1 Contractor shall analyze samples collected for Ethanol alcohol testing only, for clients testing specifically for alcohol, or for alcohol tests specified in conjunction with drug tests.
- 11.2 All samples that screen positive for alcohol will automatically be tested for urine glucose (at no additional charge to County) to identify the possibility of fermentation due to diabetic conditions of the client.
- 11.3 If Contractor identifies the client's sample as glucose positive and they have not been identified as diabetic by County, Contractor shall notify County, within one business day from the end of the day in which the glucose positive was identified. The glucose results should also be identified in any test result report sent to DCFS or the court.

- 11.4 All alcohol analyses shall be conducted by a laboratory certified by the SAMHSA; or accredited by the CAP/FUDT; or some other certification of equal or greater technical rigor. Contractor shall provide proof of the certification.

## **12.0 CHAIN OF CUSTODY**

- 12.1 Contractor shall maintain a continuous chain of custody for all samples collected for drug and/or alcohol testing utilizing their Chain of Custody Form and according to standard industry practice. Contractor shall account for the integrity of each sample by verifying the number of samples collected at the site are equal to the amount being transported by the courier. The contractor shall also verify the amount of samples received at each laboratory is equal to the amount transported by the courier from each collection site.

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

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

## **13.0 WARM LINE**

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

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

13.3 Contractor shall be responsible to return COUNTY's messages within one hour as monitored by County.

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

14.1 Contractor shall administer and operate a toll free "800" Client Hotline Service line. Contractor shall provide and bear the cost of maintaining and updating the toll free "800" Client Hotline Service telephone line.

14.1.1 Contractor shall have a deaf and hard of hearing option for clients who need this accommodation.

14.2 The recorded message shall be in both English and Spanish and shall state in the following order: 1) the day of the week; 2) date; and 3) the letters of the last names of those Clients who must report for random or weekly testing. The letters will be announced using the Law Enforcement Phonetic Alphabet (Exhibit A-9), in English and the Spanish Phonetic Alphabet in Spanish.

14.3 For Random Testing, each letter of the alphabet shall be announced on the recorded message using the Law Enforcement Phonetic alphabet (Exhibit A-9), in English and the Spanish phonetic alphabet in Spanish on the recorded message, a maximum of two (2) tests per month for each letter. There shall be no deviation from this testing frequency unless previously approved by CPM.

14.4 For the Weekly Testing, each letter of the alphabet shall be announced using the Law Enforcement Phonetic Alphabet (Exhibit A-9) in English and the Spanish Phonetic Alphabet on the recorded message once per week during a five-day workday schedule cycle (a maximum of one (1) test per week for each letter). There shall be no deviation from this testing frequency unless previously approved by CPM.

14.5 Contractor shall establish an automated system to update the recorded messages for both the Random and Weekly Tests required for the following day, Sunday through Thursday after 7:00 PM but no later than 7:30 PM; and shall, the night before all weekends and County holidays, update the outgoing message to state that no testing is required on the weekend or on County holidays, as applicable.

14.5.1 The automated system to update the recorded messages shall maintain data to verify when the messages were updated each day and which letters were included in the recordings.

14.5.2 Contractor shall verify the recorded messages are updated with the correct letters for the next day by calling the "800" Client Hotline Service

line and listening to the recordings in both English and Spanish. The Contractor will send **an automated email of the scheduled letters** and an email verification to the CPM advising of the accuracy of the recordings nightly by 7:30 PM.

## **15.0 RECORD KEEPING**

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

## **16.0 TEST RESULTS AND REPORTS-**

### **16.1 Test Results**

16.1.1 Contractor shall be able to send electronic test results in an encrypted transaction file every hour between 6:00 AM and 6:00 PM through Web API (REST/JSON) secured web services on each business day.

16.1.2 Contractor shall send the encrypted transaction file through Web API (REST/JSON) secured web services.

16.1.3 Contractor shall be able to send electronic missing test results in an encrypted transaction file within 48 hours through Web API (REST/JSON) secured web services on each business day.

16.1.4 Contractor shall send the encrypted large transaction file via SFTP (Secure File Transfer Protocol) if Web API (REST/JSON) secured web services are unavailable.

16.1.5 Contractor shall immediately notify DCFS of their system downtime or business interruptions due to any unexpected situation via email to the BIS manager and the CPM.

16.1.6 Contractor shall be able to encrypt the electronic test results in an encrypted transactions file using AES.

16.1.7 Contractor shall also provide and maintain a web-based drug test results system (Contractor's web-based system) that includes alcohol and drug test analysis and allows County staff who submit an alcohol or drug test referral, the ability to have web-based access to obtain results. The web-based drug test results system shall allow County staff to view and print

results for that day, and any prior test date results needed for a client participating in the testing program that is part of their caseload. The results should include, but are not limited to the following information:

- a) The client's name,
- b) Client's date of birth or age,
- c) Client's gender,
- d) DCFS Case or Referral Number (if the client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed),
- e) Name(s) of minor in the case,
- f) DCFS CSW's office location,
- g) DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed),
- h) DCFS CSW's file number (if the client is associated with more than one file number, all associated file numbers must be listed),
- i) Date of the report,
- j) Dates of sample collection, initial testing, the preliminary report of positive or negative test confirmation, and if applicable, the final report of sample that had a preliminary positive report,
- k) A listing of the drug test performed and corresponding results for each drug test with cutoff levels,
- l) In case of a missed test, the date of the missed test, and
- m) In case of a turn away, the date, reason and a copy of the form provided to the client.

16.1.8 The records in the encrypted test results transaction file will contain the following:

- a) DCFS Sequence Number.
- b) Results for each substance tested.
- c) Testing Date.
- d) Testing Site.
- e) Sample ID.
- f) Indicator if it is a "No show."
- g) Indicator if the sample is contaminated.
- h) Indicator if it was a "Turn Away" and the reason.

16.1.9 Drug and alcohol testing results shall be available through the Web API (REST/JSON) secured web services and Contractor's web-based system according to the following schedule:

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

- 16.1.9.2 Missed test (No-Show) shall be available within 48 hours after the day the sample was scheduled to be collected.
- 16.1.9.3 If a client is not tested because the client refused to wear a mask or face covering when face coverings are required by State or local policy, the Contractor shall report this to County within 48 business hours.
- 16.1.9.4 If a client is not tested because the client exhibited or reported symptoms related to a pandemic, Contractor shall report this to County within 48 business hours.
- 16.1.9.5 Positive test results shall be available no later than on the third Business Day, following the day the sample was collected.
- 16.1.9.6 Notwithstanding the timeframes above, for samples collected in Avalon, Catalina Island:
  - 16.1.9.6.1 Negative test results shall be available on the second Business Day, following the day the sample was collected.
  - 16.1.9.6.2 Missed test (No-Show) shall be available within 48 business hours after the scheduled testing day.
  - 16.1.9.6.3 Positive test results shall be available no later than on the fourth Business Day, following the day the sample was collected.
- 16.1.9.7 Contractor may hold test results beyond the identified timeframes if, in accordance with this Contract, a client was permitted to test and Contractor has not received the appropriate and complete documentation from County to release the test results within the designated timeframe. (e.g., County has not provided an on-demand referral form with the signature/approval of an SCSW.) Contractor should contact CSW to obtain the completed documentation from County. In the absence of CSW, Contractor should contact SCSW. In the absence of SCSW, Contractor should contact CPM. In the absence of CPM, Contractor should contact the designated CPM alternate(s).
- 16.1.9.8 Upon DCFS' verification of the transaction records in Contractor's electronic test results transaction file, one of the following will occur:



16.1.9.8.1 Contractor shall receive a rejection File Message via email from DCFS if the number of transaction records in Contractor's electronic test results transaction file does not match.

16.1.9.8.1.1 For transactions with errors, a negative acknowledgment will be sent to both parties in a response message along with corresponding error codes and descriptions. Contractor shall take necessary corrective actions as noted in the response message and resubmit.

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

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

16.1.10 When a sample is tested for both drugs and alcohol, the drug and alcohol test results shall be available simultaneously as a combined notification through both County's and Contractor's web-based systems within the timeframes established for each as stated in this Contract.

16.1.11 Contractor shall provide all test results for drugs and alcohol reports, simultaneously through both County's and Contractor's web-based systems within the timeframes established for each as stated in this Contract

16.1.12 As a temporary measure for the delivery of test results, Contractor may deliver test results by courier at Contractor's expense if and when both County's and Contractor'S web-based systems are unavailable.

## 16.2 Monthly Statistical Reports

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

- Number of actual tests performed
  - On-Demand Participants that include the DCFS service component
  - Random Program Participants that include the DCFS service component
  - Weekly Schedule Participants that include the DCFS service component
  - Make-Up Participants that include the DCFS service component
  
- Number of actual tests performed
  - Drug & Alcohol Tests
  - Alcohol Only Tests
  - Other sample methods tests
  - Out-of-County/State Tests
  - Minor youth tests
  
- Percentage of Participants testing positive for drugs and alcohol and the percent positivity rate of each substance tested.
  
- Number of actual tests performed for each DCFS regional office during the prior month
  - On-Demand Participants
  - Random Program Participants
  - Weekly Schedule Participants
  - Minor participants
  
- Number of open Referrals on file from each DCFS SPA Office as of the prior month end
  - Random Program Participants
  - Weekly Schedule Participants
  
- List denoting the date and letters which were selected for Random Testing and Weekly Testing for each invoiced period

16.2.2 A copy of the monthly statistical report shall be submitted with each monthly CONTRACTOR invoice and shall be required before CPM approves CONTRACTOR invoice.

16.2.3 The monthly data report that will come to the Department will include any kind of aberrations and will capture the following elements:

- a) Positive results
- b) Negative results
- c) No shows
- d) Any tampering (such as leaked, mislabeled, etc.)
- e) Turn away

### 16.3 Ad-Hoc Reports

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

## 17.0 QUALITY CONTROL PLAN

17.1 Contractor shall provide a comprehensive internal quality control plan to be utilized by Contractor to ensure the required services are provided as specified. Contractor's internal quality control plan shall define all deliverable services specified in the Terms and Conditions and in this SOW, and state how these deliverables will be supplied.

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

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

- a) Activities to be monitored to ensure compliance with all SOW requirements,
- b) Monitoring methods to be used,
- c) Frequency of monitoring,
- d) Samples of forms to be used in monitoring,
- e) Title/level and qualifications of personnel performing monitoring functions, and
- f) File of all monitoring results, including any corrective action taken.

## 18.0 PROCESS COORDINATION

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

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

- 18.2.1 Contractor and County shall meet as needed to discuss the performance of this contract.
- 18.3 Contractor shall assist in transitioning a new Drug and Alcohol testing vendor, if applicable, for a period that could last up to 60 days after the Contract's termination date.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS
Drug and Alcohol or Alcohol Testing Referrals are reviewed and processed on the same day that they are received from Department of Children and Family Services (DCFS) staff (Section 6.0)	100% compliance and accuracy for all required services.	County monitors Contractor compliance with the Contract.	If two (2) User Complaint Reports (UCR) are submitted in a twelve-month (12) period that indicate that Contractor is not in compliance with paragraphs 6.0 through 18.0 of the Statement of Work, and/or any other provision of the Contract, Contractor shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) following the County provided CAP format, to the County with an explanation of the problem and plan for correcting the problem, subject to the County approval.
Collection Sites are properly maintained clean and operated throughout their assigned hours of operations, Monday through Friday, and Saturday or Sunday, as required, to collect samples as scheduled from County clients. (Sections 7.0 and 8.0)		County Program Manager (CPM) receives notices from other DCFS users.	
Contractor is to ensure that all Collection Sites have access to a secure web based system to receive Drug and/or Alcohol Testing Referrals. (Section 9.0)		CPM receives results of any audit regarding Contractor compliance.	
All samples are picked up within one business day. All samples are screened, analyzed and the results certified within 72 hours of sample collection, depending on the results, utilizing appropriate test methods and procedures in accordance with standard industry practice. (Sections 10.0 and 11.0)		CPM notifies and submits to Contractor a User Complaint Report (UCR) for each separate incident of non-compliance.	
Integrity of all samples are maintained and preserved from the point of collection to their final disposition using appropriate drug testing sample chain of custody forms in accordance with standard industry practice. (Section 12.0)			
The "Warm Line" telephone number is properly maintained and operated, Monday through Friday, from 7:00 AM to 7:00 PM, to provide prompt and			

<b>STATEMENT OF WORK (SOW)</b>			
<b>REQUIRED SERVICES</b>	<b>PERFORMANCE STANDARD</b>	<b>MONITORING METHOD</b>	<b>REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS</b>
<p>courteous response to inquiries from DCFS CSWs, CPM regarding drug test results and drug test process. Contractor shall provide additional staff as monitored by COUNTY between the peak hours of 10:00 AM to 5:00 PM Monday through Friday. (Section 13.0)</p> <p>A toll free number with two options, one for Random and the other for Weekly testing, for clients to call is properly maintained and operated, 24 hours a day, 7 days a week, with a recorded message both in English and Spanish, to provide random and weekly drug test schedules to clients. (Section 14.0)</p> <p>Secured web based access to test results is to be available to DCFS staff who submit an alcohol or drug test referral, and all other records and reports required in the SOW are to be submitted to the CPM in a timely manner with all the required information and on the frequency stated in the SOW. (Sections 16.0)</p> <p>An attainable and comprehensive Quality Control Plan is established to ensure the required services are provided and the quality of work are met as specified in the SOW. (Section 17.0) When the Contractor does not comply with SOW Section 17.0, the liquidated damages shall be \$500 per occurrence.</p>			<p>1) For each UCR over two (2) submitted in a twelve-month period that indicates that Contractor is not in compliance with paragraphs 6.0 through 17.0 of the SOW, or any other provisions of the Contract; or</p> <p>2) Each CAP submitted by Contractor that does not meet with COUNTY's approval, the liquidated damages shall apply.</p> <p>3) When the Contractor does not comply with SOW Section 14.0 the liquidated damages shall be \$1500 per occurrence.</p> <p>4) When the Contractor does not comply with SOW Section 16.0 the liquidated damages shall be \$1500 per occurrence.</p>

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

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

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_  
DCFS Office Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Date(s) of Incident(s): \_\_\_\_\_

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

- Contractor Project Director (CPD) is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor unable to receive Referral Requests as required.
- Collection Sites not properly staffed and maintained as specified in the Contract.
- Contractor not properly maintaining warm line and 800 number as specified in the Contract.
- Contractor not complying with the Referral/database requirements as specified in the Contract.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Contractor not complying with the chain of custody requirements as specified in the Contract.
- Contractor not picking up all samples the day they are collected.
- Other (describe): \_\_\_\_\_

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

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

The following forms are attached:

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



**DCFS ALCOHOL - DRUG RANDOM TEST REFERRAL**

**ATTENTION \_\_\_\_\_:** Please enroll client in the RANDOM SCHEDULE

**ALCOHOL ONLY\***                       **DRUGS AND ALCOHOL\***                       **NEW**                       **CHANGE**

(\*Must be consistent with current court orders)

**EXTENSION**

**1. CLIENT INFORMATION**                      **Note: Information requested in sections 1., 2., and 3., is ABSOLUTELY MANDATORY**

Client/Donor's Last Name	First Name	Donor's Birthdate	Test Code <small>(Initial of donor's last name ONLY)</small>
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? Yes <input type="checkbox"/> No <input type="checkbox"/>	Referral Date
Name of Oldest Minor in the Case		Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other	
Is donor taking medication?    If yes, please list name(s) of medication(s): Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>IS THE DONOR A DIABETIC?</b> (Diabetes might alter the alcohol test results)    YES <input type="checkbox"/> NO <input type="checkbox"/>			

**2. COLLECTION SITE INFORMATION**

Name of Collection Site	Hours of Operation	
Street	City	Code

**3. CSW, SCSW INFORMATION**

Last Name	First Name	CSW File #	Phone Number
SCSW Last Name	First Name	Phone Number	Fax Number
DCFS Office Name and Address			

**4. SPECIAL INSTRUCTIONS FOR DRUG TESTING**

TERMINATION DATE (Note: This field is mandatory for all Referrals. The termination date may not exceed six months from the date of Referral): The timeframe for testing is from:                      to:	Supervisor's signature (if applicable):
Court-Ordered: YES <input type="checkbox"/> Please make sure there is a Court Order on file. NO <input type="checkbox"/>	

**INSTRUCTIONS TO CSW:**

Complete all information legibly. This Referral is used to refer a client for alcohol and/or drug testing. Please instruct client to choose appropriate menu option when calling the 800 number.  
**\*\*\* Court Number will not be accepted.** Writing in the Court number will not allow CSWs to receive test results. The Hotline referral number is used only if the State Number is not available.

**INSTRUCTIONS TO CLIENT:**

Please call (866) 599-3313 daily (Sunday through Thursday) after 7:30 PM and press Option 1 to hear if your Test Code has been called. You **MUST** test on the **SAME DAY** that your Test Code is scheduled. A test taken on any other day will be considered invalid unless previously approved by your CSW. **If you are on a specialized drug-testing schedule, your CSW will give you instructions on when to test. Please choose the appropriate menu option when calling the 800 number.**  
 If this Referral is not complete and legible, contact your CSW immediately. You must present a valid picture ID each time you report for testing. Lack of picture ID will result in you not being allowed to test. If you have any questions regarding your drug testing, please contact your CSW or attorney.

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

**ATENCION \_\_\_\_\_: Por favor inscriba al cliente en el horario aleatorio**

**ALCOHOL SOLAMENTE\***     **DROGAS Y ALCOHOL\***     **NUEVO**     **CAMBIO**  
 (\*Debe ser consistente con orden judicial actual)     **Extensión**

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

Apellido del Cliente/Donador	Nombre	Fecha de Nacimiento	Clave del Examen
Número del Caso de DCFS (7 dígitos) o Número del Hotline Referral (19 dígitos)***	Componente de servicio del caso: (Por favor circule uno) ER / FM / FR / PP/ VFM/ VFR/ Otro	¿El examen esta ordenado por la Corte? Sí <input type="checkbox"/> No <input type="checkbox"/>	Fecha de la Referencia
Nombre del Menor Mayor en el Caso	Nombre del Caso		
¿El cliente está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de los medicamentos:			
¿EL CLIENTE ES DIABETICO(A)? (La Diabetes puede alterar los resultados del examen de alcohol.) SI <input type="checkbox"/> NO <input type="checkbox"/>			

**2. INFORMACION DEL LUGAR DE COLECCION**

Nombre del lugar de Colección	Horas de Operación		
Calle	Ciudad	Código Postal	

**3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A**

Apellido de CSW	Nombre	Número de Expediente (File #)	Número de Teléfono
Apellido de SCSW	Nombre	Número de Teléfono	Número de Fax
Nombre y dirección de la Oficina de DCFS			

**4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS**

Fecha de Terminación (Nota: Este campo es <b>obligatorio</b> para todas las referencias. La fecha de terminación no podrá exceder de seis meses a partir de la fecha de remisión): El tiempo del examen es _____ DE: _____ A: _____	<b>Firma del supervisor (si es aplicable)</b>
ORDENADO POR LA CORTE: SI <input type="checkbox"/> Por favor asegúrese de que haya una orden judicial en el archivo. NO <input type="checkbox"/>	

**INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:**

Complete toda la información legiblemente. Esta Referencia se usa para referir a un cliente para un examen de alcohol y/o drogas. Por favor de instruir al cliente que escoja la apropiada opción de menú cuando llame al número 800.
***El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorará el proceso de los resultados. El número de referencia del Hotline se usa solamente si el número del Estado no está disponible. .

**INSTRUCCIONES AL CLIENTE:**

Por favor llame al (866) 599-3313 diariamente (de domingo a jueves) después de las 7:30 PM y seleccione la opción #1 para saber si su Clave del Examen ha sido llamado. <b>Debe</b> hacer el examen el <b>mismo día</b> que su Clave del Examen está programado. Un examen realizado en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. <b>Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba. Por favor escoja la apropiada opción de menú cuando llama al número 800.</b>
Si esta forma no está completa o legible, contacte inmediatamente a su Trabajador/a Social. Sin identificación, Ud. no podrá hacer el examen. Si usted tiene preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

**DCFS ALCOHOL – DRUG ON DEMAND TESTING REFERRAL**

**THIS REFERRAL FORM DOES NOT ENROLL CLIENT IN THE RANDOM PROGRAM**

**ALCOHOL ONLY**       **DRUGS AND ALCOHOL**

**1. CLIENT INFORMATION**      **Note: Information requested in sections 1., 2., 3 and 5., is ABSOLUTELY MANDATORY**

Client/Donor Last Name	First Name	Donor's Birthdate	
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? YES <input type="checkbox"/> NO <input type="checkbox"/>	Referral Date
Name of Oldest Minor in the case:		Service Component of the Case: (Please Circle One)      ER / FM / FR / PP/ VFM/ VFR/ Other	
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results)    YES <input type="checkbox"/> NO <input type="checkbox"/>			
Is donor taking medication? Yes <input type="checkbox"/> No <input type="checkbox"/>	Indicate the names of the medications		

**2. COLLECTION SITE INFORMATION**

Name of Collection Site	Hours of Operation	
Street	City	Zip Code

**3. CSW INFORMATION**

Last Name	First Name	CSW File No.	Phone Number
SCSW Last Name	First Name	Phone Number	Fax Number
DCFS Office Name and Address			

**4. SPECIAL INSTRUCTIONS FOR DRUG TESTING**

Court-Ordered: YES <input type="checkbox"/> It is <b>mandatory</b> that court orders specify the client's drug testing schedule. NO <input type="checkbox"/> Pre-authorization from the Program Manager may be required (Please see the policy)	Supervisor's signature ( <b>Mandatory</b> ):
--	--

**5. DATE FOR ON DEMAND TESTING**

Today     Other Date(s) (Multiple dates for specialized schedules only):

**INSTRUCTIONS TO CSW:** Complete all information legibly. This Referral is used to refer a client for on demand alcohol or drug testing.

**INSTRUCTIONS TO CLIENTS: Take this Referral to the Collection Site and give it to the Collection Site staff.**

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

**DCFS ALCOHOL – REFERENCIA DE EXAMEN DE DEMANDA PARA DROGAS**

**ESTA FORMA DE REFERENCIA NO INSCRIBE AL CLIENTE EN EL PROGRAM ALEATORIO**

**ALCOHOL SOLAMENTE**     **DROGAS Y ALCOHOL**

**1. INFORMACION DEL CLIENTE**    Nota: La información requerida en las secciones 1, 2, 3, y 5, es **ABSOLUTAMENTE OBLIGATORIA**

Apellido del Cliente/Donador		Nombre	Fecha de Nacimiento
Número del Caso de DCFS (7 digits) o Hotline referral # (19 digits)***		Nombre del Caso	
Nombre del Menor Mayor en el Caso:		Componente de servicio del caso:(Por favor circule uno) ER / FM / FR / PP/ VFM/ VFR/ Otro	
¿EL CLIENTE ES DIABETICO(A)? (La Diabetes puede alterar los resultados de el examen de alcohol)			Sí <input type="checkbox"/> NO <input type="checkbox"/>
¿El cliente está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/>	Indique el nombre de los medicamentos:		

**2. INFORMACION DEL LUGAR DE COLECCIÓN**

Nombre del lugar de Colección		Horas de Operación	
Calle	Ciudad	Código Postal	

**3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A**

Apellido de CSW	Nombre	Número de Expediente (File #)	Número de Teléfono
Apellido de SCSW	Nombre	Número de Teléfono	Número de Fax
Nombre y dirección de la Oficina de DCFS			

**4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS**

Ordenado por la Corte: Sí <input type="checkbox"/> Es <b>obligatorio</b> que las órdenes judiciales especifiquen el horario de las pruebas de drogas para el cliente. No <input type="checkbox"/> Pre-autorización del director del programa puede ser necesaria. (Por favor consulte la póliza)
Firma de SCSW ( <b>Mandatario</b> ):

**5. FECHA DE EXAMEN DE DEMANDA**

Fecha que el cliente tiene el examen de demanda:
--

**INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:**

Complete toda la información legiblemente. Esta forma se utiliza para referir al cliente para un examen de demanda de alcohol o de drogas.

**INSTRUCCIONES AL CLIENTE: Lleve esta forma al sitio de colección y entréguela a un empleado del sitio de colección.**

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

**DCFS ALCOHOL - DRUG WEEKLY TEST REFERRAL**

**ATTENTION** \_\_\_\_\_: Please enroll client in the WEEKLY SCHEDULE

**ALCOHOL ONLY\***       **DRUGS AND ALCOHOL\***       **NEW**       **CHANGE**  
 (\*Must be consistent with current court orders)       **EXTENSION**

**1. CLIENT INFORMATION**      **Note: Information requested in sections 1., 2., and 3., is ABSOLUTELY MANDATORY**

Client/Donor's Last Name	First Name	Donor's Birthdate	Test Code (Initial of donor's last name ONLY)
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? Yes <input type="checkbox"/> *Weekly <b>must be court</b>	Referral Date
Name of Oldest Minor in the Case		Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other	
Is donor taking medication? If yes, please list name(s) of medication(s): Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>IS THE DONOR A DIABETIC?</b> (Diabetes might alter the alcohol test results)      YES <input type="checkbox"/> NO <input type="checkbox"/>			

**2. COLLECTION SITE INFORMATION**

Name of Collection Site	Hours of Operation	
Street	City	Zip Code

**3. CSW, SCSW INFORMATION**

Last Name	First Name	CSW File #	Phone Number
SCSW Last Name	Name	Phone Number	Fax Number
DCFS Office Name and Address			

**4. SPECIAL INSTRUCTIONS FOR DRUG TESTING**

TERMINATION DATE (Note: This field is <u>mandatory</u> for all Referrals. The termination date may not exceed six months from the date of Referral): The timeframe for testing is from:                      to:	<b>Supervisor's signature</b> (if applicable):
Court-Ordered: YES <input type="checkbox"/> Please make sure there is a Court Order on file. *Weekly testing must be court ordered.	

**INSTRUCTIONS TO CSW:**

Complete all information legibly. This Referral is used to refer a client for alcohol and/or drug testing. Please instruct the client to choose the appropriate menu option when calling the 800 number.  
 \*\*\* **Court Number will not be accepted.** Writing in the Court number will not allow CSWs to receive test results. The Hotline referral number is used only if the State Number is not available.

**INSTRUCTIONS TO CLIENT:**

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

**FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS**  
**ATENCIÓN \_\_\_\_\_: Por favor inscriba al cliente en el horario seminal.**

**ALCOHOL SOLAMENTE\***       **DROGAS Y ALCOHOL\***       **NUEVO**       **CAMBIO**  
 (\*Debe ser consistente con orden judicial actual.)       **EXTENSIÓN**

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

Apellido del Cliente/Donador	Nombre	Fecha de Nacimiento	Clave del
Número del Caso de DCFS (7 dígitos) o Numero del Hotline Referral (19 digits)***	Componente de servicio del caso: (Por favor circule uno) ER / FM / FR / PP/ VFM/ VFR/ Otro	¿Los exámenes semanales están Corte? Sí <input type="checkbox"/>	Fecha de la Referencia
Nombre del Menor Mayor en el Caso	Nombre del Caso		
¿El cliente está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de los medicamentos:			
¿EL CLIENTE ES DIABETICO(A)? (La Diabetes puede alterar los resultados del examen de alcohol.) SI <input type="checkbox"/> NO <input type="checkbox"/>			

**2. INFORMACION DEL LUGAR DE COLECCION**

Nombre del lugar de Colección	Horas de Operación		
Calle	Ciudad	Código Postal	

**3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A**

Apellido de CSW	Nombre	Número de	Número de
Apellido de SCSW	Nombre	Número de	Número de Fax
Nombre y dirección de la Oficina de DCFS			

**4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS**

Fecha de Terminación (Nota: Este campo es <b>obligatorio</b> para todas las referencias. La fecha de terminación no podrá exceder de seis meses a partir de la fecha de remisión. El tiempo del examen es DE: A:	<b>Firma del supervisor</b> (si es aplicable):
ORDENADO POR LA CORTE: SI <input type="checkbox"/> Por favor asegúrese de que haya una orden judicial en el archivo. Todas las referencias de pruebas semanales deben ser ordenadas por la corte.	

**INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:**

Complete toda la información legiblemente. Esta Referencia se usa para referir a un cliente para un examen de alcohol y/o drogas. Por favor de instruir al cliente que escoja la apropiada opción de menú cuando llame al número 800.
***El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorará el proceso de los resultados. El número de referencia del Hotline se usa solamente si el número del Estado no está disponible. .

**INSTRUCCIONES AL CLIENTE:**

Por favor llame al (866) 599-3313 diariamente (de domingo a jueves) después de las 7:30 PM para saber si su Clave del Examen ha sido llamado. <b>Debe</b> hacer el examen el <b>mismo día</b> que su Clave del Examen está programado. Un examen realizado en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. <b>Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba.</b>
Si esta forma no está completa o legible, contacte inmediatamente a su Trabajador/a Social. Usted debe presentar una identificación valida con fotografía cada vez que se reporte para un examen. Sin identificación, Ud. no podrá hacer el examen. Si usted preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

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

<b>Collection Site #</b>	<b>Service Planning Area 1</b>						
1	Lancaster	93534	93535	93536	93532		
2	Palmdale	93543	93550	93551	93552	93510	
		93591	93544				
<b>Collection Site #</b>	<b>Service Planning Area 2</b>						
3	Van Nuys	91331	91402	91405	91605	91331	
		91352	91605				
4	Santa Clarita	91342	91343	91321	91351	91387	
5	West San Fernando Valley*			91303	91304	91324	
				91325	91335	91406	
				91306	91340	91367	
				91364	91356		
<b>Collection Site #</b>	<b>Service Planning Area 3</b>						
6	Pasadena	90032	90041	90042	91008	91202	
		91101	90065	91208			
7	El Monte	91732	91733	91745	91731	91734	
8	Pomona	91765	91766	91767	91768	91711	
		91750	91773				
9	Glendora	91702	91724	91748	91744	91722	
		91723	91790	91791	91792		
<b>Collection Site #</b>	<b>Service Planning Area 4</b>						
10	Metro North	90057	90006	90033	90031	90026	
<b>Collection Site #</b>	<b>Service Planning Area 5</b>						
11	West Los Angeles	90019	90066	90291	90230		
		90405	90232	90402			
<b>Collection Site #</b>	<b>Service Planning Area 6</b>						
12	Wateridge	90011	90016	90047			
13		90002	90018	90062	90037		
	Hawthorne	90008					
14	Compton –Carson	90222	90059	90262	90021		
15	Vermont Corridor	90001	90003	90044			
<b>Collection Site #</b>	<b>Service Planning Area 7</b>						
16	Belvedere	90022	90201	90255	90640	90660	
		90023	90040	90058	90063	90270	
		90201	90255				
17	Santa Fe Springs	90280	90670	90701	90631		
<b>Collection Site #</b>	<b>Service Planning Area 8</b>						
18	South County	90805	90813	90731	90744		
		90802	90810				
19	Avalon, Catalina Island	90704					
20	Torrance	90250		90501			

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

Service Planning Area 1					
93534	93535	93536	93543	93550	
93532	93551	93552	93510	93591	93544
Service Planning Area 2					
91331	91402	91405	91303	91304	91324
91325	91342	91343	91605	91321	91351
91387	91335	91406	91306	91340	
Service Planning Area 3					
90032	90041	90042	90065	91101	91202
91008	91208	91731	91732	91733	91745
91767	91768	91766	91765	91702	91724
91744	91748	91734	91711	91750	91773
91722	91723	91790	91791	91792	
Service Planning Area 4					
90057	90006	90033	90031	90026	
Service Planning Area 5					
90019	90066	90291	90230	90405	90232
90402					
Service Planning Area 6					
90011	90016	90047	90002	90018	90037
90062	90222	90059	90262	90003	90001
90044	90008	90021			
Service Planning Area 7					
90022	90201	90255	90640	90660	90280
90670	90023	90040	90058	90063	90270
Service Planning Area 8					
90805	90813	90731	90744	90704	90250
90501					

\*\* Indicates that a minimum of one Collection Site is required in the Service Planning Area zip-code group Saturday or Sunday.



## Listing of Los Angeles County DCFS Regional Offices by SPA

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

Listing of Collection Sites

Use additional sheets as necessary.  
Monday – Friday

Updated: 10/28/2022

Collection Site #	Service Planning Area 1	
1	<p>(Circle Zip Code)</p> <p>Lancaster 93535 93534 93536 93532</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__</p>
2	<p>(Circle Zip Code)</p> <p>Palmdale 93543 93550 93551 93552 93510 93591 93544</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__</p>

Collection Site #	Service Planning Area 2	
3	<p>(Circle Zip Code)</p> <p>Santa Clarita 91342 91343 91321 91351 91387</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__</p>

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

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

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

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

		Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _  Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
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Collection Site #	Service Planning Area 5	
11	<b>(Circle Zip Code)</b> West Los Angeles    90019    90066 90291    90230    90405 90232    90402	Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

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

		Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT____ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT____
14	(Circle Zip Code) Compton-Carson 90222 90059 90262 90021	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT____ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT____
15	Vermont Corridor 90003 90044 90001	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT____ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT____

Collection Site #	Service Planning Area 7	
16	(Circle Zip Code) Belvedere 90022 90201 90255 90640 90660 90023 90040 90058 90063 90270 90201 90255	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT____ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT____
17	(Circle Zip Code) Santa Fe Springs 90280 90670 90701 90631	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT____ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT____

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

**Saturday or Sunday Sites:**

Collection Site #	Service Planning Area 1	
1	93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _TUE _WED _THU _FRI _SAT _  Name: _____ Address: _____ Contact: _____ Phone#: _____

		Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
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Collection Site #	Service Planning Area 2	
2	91342 or 91402 or 91405 or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT ____ Hours of Operation: __ AM - __ PM SAT ____

Collection Site #	Service Planning Area 3	
3	90032 or 91101 or 90041 or 90042 or 90065 or 91732 or 91733 or 91745 or 91765 or 91766 or 91767 or 91768 or 91702 or 91724 or 91748 or 91744 or 91008 or 91208 or 91202 or 91731 or 91734 or 91711 or 91750 or 91773 or 91722 or 91723 or 91790 or 91791 or 91792 – Additional zip code previously authorized by DCFS: 91001 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT ____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - __ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

Collection Site #	Service Planning Area 4	
4	90057 or 90006 or 90033 or 90031 or 90026 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - __ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

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



		Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_
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Collection Site #	Service Planning Area 6	
6	90016 or 90047 or 90002 or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 <b>(Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_

Collection Site #	Service Planning Area 7	
7	90022 or 90201 or 90255 or 90640 or 90660 or 90280 or 90670 or 90023 or 90040 or 90058 or 90063 or 90270 <b>Circle One Zip Code)</b>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_

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

**SAMPLE OF VENDOR INVOICE**

<p style="text-align: center;">Name of Lab Address of Lab Telephone Number</p> <p>DCFS Finance Division 00000 ATTN: Contract Accounting Date: MM/DD/YYYY 510 S Vermont ave 000000-00 Los Angeles, CA 90020</p>	<p>Account#</p> <p>Invoice</p> <p>Invoice #</p>
<p><u>Panel Code Description</u> 96000 = Alcohol 965053 = 5 DRUGS + ALC/MDMA (DCFS)</p>	

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

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

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

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

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

**SAMPLE OF TURN AWAY FORM**

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

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

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

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

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

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

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

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

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