



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

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

PHILIP L. BROWNING
Director

FESIA A. DAVENPORT
Chief Deputy Director

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

September 16, 2013

**NOTICE OF RELEASE/ INVITATION FOR BIDS (IFB) #CMS 13-0013
URINE SAMPLE COLLECTION/DRUG AND ALCOHOL TESTING**

The County of Los Angeles Department of Children and Family Services (DCFS) is soliciting bids from qualified organizations to provide urine sample collection; reliable and timely testing and reporting of results for drug and alcohol use and abuse by parents/caregivers for children under the care of DCFS. This level of service requires the expertise of a firm with existing capability to handle the volume and demands of an organization with the complexity and size of DCFS.

Urine Sample Collection/Drug and Alcohol Testing Services IFB Timeline

IFB Release Date	September 16, 2013
Mandatory Bidder's Conference	Wednesday, September 25, 2013, 1:00 pm DCFS HQ- 5 th Floor Conference Room
Solicitation Requirements Review (last date to request)	Monday, September 30, 2013, 5:00 pm
Publication of Questions and Answers	On or about October 25, 2013
Deadline for Submission of proposals followed by Bid Opening	December 4, 2013, 12:00 Noon Wednesday, December 4, 2013 1:00 pm

Interested vendors may obtain a copy of the IFB by downloading from the Los Angeles County Website at <http://lacounty.info>. Click on the tab to the right of the screen labeled Doing Business with LA County and then click on the Open Solicitations tab then click on the View Open Bids (in grey) and look for the List by Department to the left of the screen in grey and click on Children & Family Services/Adoption. Look for IFB #CMS 13-0013, Urine Sample Collection/Drug and Alcohol Testing Services, and instructions for vendor registration and submitting a bid.

The deadline to submit a bid is **Tuesday, December 4, 2013, 12:00 p.m. P.S.T.** This schedule is subject to change. The County shall not be liable for any costs incurred by the Bidder to prepare and submit a bid. The release of this IFB does not obligate the County to issue any contract for urine sample collection/drug and alcohol testing services.

For more information, please contact Syed Uraizee at (213) 351-5599.

Sincerely,

Eddie Ota
Contracts Section Manager

INVITATION FOR BIDS
FOR
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
(CMS 13-0013)



County of Los Angeles
Department of Children and Family Services
Department of Children and Family Services – Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

September 16, 2013

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

**INVITATION FOR BIDS
URINE SAMPLE COLLECTION/DRUG AND ALCOHOL TESTING SERVICES
(CMS 13-0013)**

TABLE OF CONTENTS

PREAMBLE.....	1
PART A – OVERVIEW	5
PART B – IFB GENERAL INFORMATION	10
PART C – INSTRUCTIONS TO BIDDERS.....	20
PART D – REQUIRED FORMS (IFB SUBMISSION PACKET)	30
PART E – SELECTION PROCESS AND EVALUATION CRITERIA.....	72
PART F – PROTEST POLICY TRANSMITTAL FORMS	80
PART G – SAMPLE CONTRACT	84
PART H – STATEMENT OF WORK	142
PART I – EXHIBITS TO SAMPLE CONTRACT.....	163
PART J – APPENDICES.....	195

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's Strategic Plan, Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness; 2) Fiscal Sustainability; and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A - OVERVIEW

1.0 DCFS VISION, MISSION AND VALUES

The County of Los Angeles (County) Department of Children and Family Services (DCFS) Vision, Mission and Values are as follows:

- *Vision:* Children thrive in safe families and supportive communities.
- *Mission:* By 2015, DCFS will practice a uniform service delivery model that measurably improves: Child Safety, Permanency, and Access to effective and caring services.
- *Values:* Cultural Sensitivity, Leadership, Accountability, Integrity and Responsiveness.

2.0 PROGRAM SUMMARY

DCFS is issuing this Invitation for Bids (IFB) to solicit Bids from qualified organizations to provide Drug and Alcohol testing services through urine sample collection and provide test results of drug and alcohol use.

Drug and alcohol testing is required where parents or primary caregivers of children receiving DCFS' services are suspected of illicit drug and/or alcohol use and is used as a risk assessment tool for children to safely remain in the home of their parents or primary caregivers.

Drug and alcohol testing is often one of the final attempts to assess if out-of-home placement of children is necessary (or to facilitate the reunification of children who have been placed out-of-home) if the assessment has been made that the parents or primary caregivers are currently using drugs or alcohol.

Details of the required services are described in Part H, Statement of Work of this IFB.

3.0 IFB COMPOSITION

3.1 This IFB is composed of the following parts:

PART A – OVERVIEW OF IFB: Contains an overview of the IFB.

PART B – IFB GENERAL INFORMATION: Contains important IFB provisions and requirements of the IFB.

PART C – INSTRUCTIONS TO BIDDERS: Contains instructions about preparing and submitting a Bid in response to this IFB.

PART D – REQUIRED FORMS FOR SUBMISSION: Provides the Forms which must be completed and included in the Bid submission along with other required documents.

PART E – BID REVIEW AND SELECTION PROCESS: Contains information on how the Bid will be reviewed and selected. This section also includes the County's Protest Policies for Solicitation, Disqualification, and Contractor Selection Reviews.

PART F – PROTEST POLICY TRANSMITTAL FORMS: Contains Transmittal Forms to Request a Solicitation Requirements Review, Disqualification Review, Proposed Contractor Selection Review, and County Independent Review.

PART G – SAMPLE CONTRACT: Lists the terms and conditions of the Contract, which will result from this IFB.

PART H – STATEMENT OF WORK: Explains in detail the services to be performed by the Contractor.

PART I – EXHIBITS TO THE SAMPLE CONTRACT – Exhibits to Sample Contract.

PART J – APPENDICES: Contains IFB Appendices

4.0 DEFINITIONS

Definitions of general terms can be found in Part G, Sample Contract, Unique Terms and Conditions, Section 1.0. Definitions of specific terms have been established in Part H, Statement of Work (SOW).

5.0 BIDDER'S MINIMUM REQUIREMENTS

Interested and qualified Bidders who can demonstrate their ability to successfully provide the required services outlined in PART H, Statement of Work, of this IFB are invited to submit a Bid, provided they meet the following requirements:

- 5.1 Bidder's organization or principal individuals must have a minimum of three (3) years of verifiable business experience during the last five (5) years conducting drug and alcohol testing services through urine sample collection including the administration and management of a drug testing program for an organization(s) that conducts at least 4,000 monthly sample collections and tests.
- 5.2 Bidder must be able to perform the requested services at one or more certified laboratories accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) or some other accreditation of equal or greater technical rigor, and in accordance with standards and regulations set by said agency.

- 5.3 Bidder must be able to provide the Information Technical System requirements as stated in Part H, Statement of Work (SOW), Section 7.7, DCFS System Requirements.
- 5.3.1 Bidder must be able to provide and maintain an automated tracking system at no additional cost to the County that will store and organize all of the information regarding drug and alcohol tests, referrals and results.
- 5.3.2 Bidder must be able to receive and process the DCFS electronic referral encrypted transaction file every half hour through Secured File Transfer Protocol (SFTP) on each business day.
- 5.3.2.1 Bidder must be able to receive the encrypted transaction file from the County's Internal Services Department (ISD) file server via SFTP.
- 5.3.2.2 Bidder must be able to decrypt the DCFS electronic referral encrypted transaction file using one of the following methods
- SFTP encryption/decryption
 - Secure Shell-2 (SSH2) Public Key
 - Pretty Good Privacy (PGP) Open/PGP Key
- 5.3.3 Bidder must be able to provide a web-based system for drug test results as stated in Part H, SOW, Section 15.1, Test Results.
- 5.3.3.1 Bidder must be able to provide and maintain a web-based drug test results system that includes alcohol and/or drug test analysis and that allows DCFS designated staff to have web-based access to obtain the results. The web-based drug tests results system shall allow DCFS staff to view and print results for that day, as well as any prior test date results needed for a client participating in the testing program.
- 5.4 Bidder must have attended the mandatory Bidder's Conference, on **September 25, 2013, at 1:00 pm**. Please see Part A, Section 10, Mandatory Bidder's Conference – Questions and Answers.

6.0 CONTRACT PERIOD

The term of the proposed Contract will be one (1) year with two (2), one-year options to renew the Contract for a total of three (3) years. However, the County may end this Contract at the end of any year without renewing any option years.

The Contract is scheduled to commence on July 1, 2014, and shall expire on June 30, 2015. Refer to Part G, Sample Contract (Unique Terms and Conditions, Section 2.0, Term). However, the County shall solely determine whether or not to enter into any contract as a result of this IFB.

7.0 PRICING METHODOLOGY

7.1 This is a fixed price Contract where the County pays CONTRACTOR a set rate for each defined unit of service up to the stated Maximum Contract Sum.

7.1.1 The current volume of drug test is approximately 7,000 tests per month.

7.1.2 The volume may reduce after contract year two.

7.1.2.1 Reduced volume may be between 6001-7000 tests per month, or

7.1.2.2 Reduced volume may be between 4,501-6000 tests per month, or

7.1.2.3 Reduced volume may be between 3,001-4,500 tests per month, or

7.1.2.4 Reduced volume may be between 1,501-3,000 tests per month, or

7.1.2.5 Reduced volume may be between 0-1,500 tests per month.

7.2 The annual budget for this project is estimated to be \$1,540,000.

8.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G, Sample Contract, of this IFB. The final terms and conditions of the Contract will be substantially similar to those that are contained in the Sample Contract. Bidders are encouraged to have the Sample Contract reviewed by its legal counsel.

8.1 Several of the documents in Part D, Required Forms, and Part I, Exhibits, will become exhibits to the Contract.

8.2 Submission of a Bid shall constitute acknowledgment and acceptance of all of the terms and conditions in this IFB and the attached Sample Contract.

9.0 PROCUREMENT TIMETABLE

The following timetable represents the County's best estimate of the schedule that shall be followed in this procurement process. County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be posted on DCFS Contracts website at <http://www.lacdcfs.org/contracts/index.html>.

- **Release IFB: September 16, 2013**
- **Mandatory Bidder's Conference: September 25, 2013 1:00 pm**
- **Questions and Answers Released: October 25, 2013**
- **Deadline for bid Submission: December 4, 2013 – 12:00 Noon**
 - **Followed by Bid Opening at 1:00 pm**
- **Anticipated Contract Start Date: July 1, 2014**

10.0 MANDATORY BIDDER'S CONFERENCE – QUESTIONS AND ANSWERS

- 10.1 In order to assist and provide clarification on any issues related to this IFB, a Bidder's Conference has been scheduled for all Bidders. **The Bidder's Conference will be held on September 25, 2013, 1:00 pm at DCFS Headquarters, 425 Shatto Place, Los Angeles, California 90020, in the 4th floor conference room.** Attendance at the Bidder's Conference is mandatory for all Bidders.
- 10.2 Bidders may submit written questions regarding this IFB by e-mail to the Contract Analyst identified below. All written questions must be received by September 23, 2013.
- 10.3 When submitting questions please specify the IFB part and section number, paragraph number, page number, and quote the passage that prompted the question. This will ensure that the questions can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.
- 10.4 All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the IFB. The addendum will be posted on the DCFS Website at <http://www.lacdcfs.org/contracts/index.html> and County of Los Angeles' website at <http://purchasingcontracts.co.la.ca.us>. To ensure receipt of any addenda, Bidders should include a correct e-mail address.
- 10.5 Following the mandatory bidder's conference, written answers to all questions will be sent via e-mail to each person or organization which County records indicate attended the mandatory Bidder's Conference. Telephone inquiries will not be accepted.
- 10.6 Questions should be submitted via email to:

Syed Uraizee, Contract Analyst
Department of Children and Family Services
Email address: ifbsolicitation@dcfs.lacounty.gov

PART B – IFB GENERAL INFORMATION

1.0 CONTACT WITH COUNTY PERSONNEL

- 1.1 Any contact regarding or related to this IFB must be in writing and submitted via e-mail to the following:

Syed Uraizee, Contract Analyst
Department of Children and Family Services
Email: ifbsolicitation@dcfs.lacounty.gov

- 1.2 Bidders are specifically directed not to contact any other County personnel regarding this IFB. If it is discovered that a Bidder contacted and received information from any County personnel, other than the person specified above, regarding this IFB, County, in its sole determination, may disqualify the Bidder from further consideration.

2.0 FINAL CONTRACT AWARD BY THE BOARD OF SUPERVISORS

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

3.0 GRATUITIES

- 3.1 Attempt to Secure Favorable Treatment

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

- 3.2 Bidder Notification to County

A Bidder shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

3.3 Form of Improper Consideration

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

4.0 COUNTY RIGHTS AND RESPONSIBILITIES

4.1 The County has the right to amend the IFB by written addendum. The County will post all IFB addenda on the "Doing Business with Us" link on the "LA County Online" (the County's Homepage) website and mail a copy to each person or organization which County records indicate has received this IFB. (It is the Bidder's responsibility to read addenda and incorporate any changes that might be necessary as a result).

4.2 Any contract resulting from this IFB is not an exclusive contract. County reserves the right to contract with other contractors or request the same or similar services of other firms.

4.3 The County may only award one contract or cancel solicitation without awarding a contract to one or more qualified, responsive and responsible Bidders.

5.0 COUNTY REPRESENTATION DISCLAIMER

County is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County Board of Supervisors unless such understanding or representation is included in this IFB or in subsequent addenda. County is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

6.0 COUNTY OPTION TO REJECT BIDS

County may, at its sole discretion, reject any or all bids submitted in response to this solicitation. County also reserves the right to cancel this IFB, at its sole discretion, at any time prior to approval of a contract by the County Board of Supervisors.

7.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with a bid shall be sufficient cause for rejection of the bid. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

8.0 BIDDER DEBARMENT

8.1 Chapter 2.202 of the County Code

Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the Bidder's existing contracts with County, if the County Board of Supervisors finds, in its discretion, that the Bidder 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 Bidder'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.

8.2 Notice to Bidder

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

8.3 Contractor Hearing Board

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

8.4 Presentation to the County's Board of Supervisors

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

8.5 Debarment that Exceeds Five Years

If a Bidder has been debarred for a period longer than five years, that Bidder may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona

vide 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.

8.6 Consideration of Requests for Review of Debarment Determination

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

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

8.7 Subcontractors of Bidders

These terms shall also apply to proposed subcontractors of Bidders on County contracts.

8.8 Debarment List

Registry of Debarred Contractors can be obtained by using the websites listed in Part G, Sample Contract, Section 20.10. Websites include County, State and Federal Debarred Contractors.

9.0 NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT

9.1 Responses to this IFB shall become the exclusive property of the County. At such time as DCFS recommends a Bidder(s) to the County Board of Supervisors and such recommendation appears on the Board agenda, all such bids submitted in response to this IFB, become a matter of public record, with the exception of those parts of each bid which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

9.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record of any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of**

confidentiality or the marking of each page of the bid as confidential shall not be deemed sufficient notice of exception. The Bidder(s) must specifically label only those provisions of the bid which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

10.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY’S WEBVEN

Prior to a contract award, all potential contractors must register in the County’s WebVen. The WebVen contains the Vendor’s business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County’s home page at http://lacounty.info/doing_business/main_db.html. (There are underscores in the address between the words ‘doing business’ and ‘main db’.)

11.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

- 11.1 The County has multiple programs that address small businesses. The County Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 11.2 The Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 12.0 below.
- 11.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 18.0 below.
- 11.4 The County also has a Policy on Doing Business with Small Business that is stated in Part J, Appendix 1.

12.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 12.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (LSBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 12.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the Local SBE Preference in a solicitation.
- 12.3 Businesses must complete the Required Form 15 – Request for SBE Preference Program Consideration and Community Business Enterprise (CBE) Firm/Organization information Form (Part D, Required Forms for Submission).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

13.0 COUNTY'S QUALITY ASSURANCE PLAN

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

14.0 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in Part G, Sample Contract, Unique Terms and Conditions, Section 4.0. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part G, Sample Contract, Unique Terms and Conditions, Section 5.0

15.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Bidders shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Required Forms, Form 17, along with their bid.

16.0 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT

Should the Contractor require additional or replacement of personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Part G, Sample Contract, Section 30.0.

17.0 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 the Internal Revenue Service Notice No. 1015. Reference Part I, Exhibits to Sample Contract, Exhibit G.

18.0 JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Part D, Required Forms, Form 14, and the pertinent jury service provisions of Part G, Sample Contract, Section 13.0, both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. A bid that fails to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 18.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.
- 18.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

18.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Part D, Required Forms, Form 14, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

19.0 BIDDER'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Bidders shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

20.0 BIDDER'S CHARITABLE CONTRIBUTIONS COMPLIANCE (IF APPLICABLE)

20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Part D, Required Forms, Form 16. A completed Required Form 16 is a required part of any agreement with the County.

20.3 In Required Form 16, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

20.4 Prospective County contractors that do not complete Required Form 16 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

21.0 NOTICE TO BIDDERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Part D, Required Forms, Form 12, as part of their bid.

22.0 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Required Forms, Form 1- Declaration of Bidder's Legal Identity and Responsibility. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

23.0 RECYCLED CONTENT PAPER

Bidder shall be required to comply with the County's policy on recycled content paper as specified in Part G, Sample Contract, Section 46.0.

24.0 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Bidders should carefully read the Defaulted Tax Program Ordinance, in Part J, Appendix 3, and the pertinent provisions of the Sample Contract, Part G, Section 24.0 Defaulted Property Tax Program Reduction, both of which are incorporated by reference into and made a part of this IFB. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program in Part D, Required Forms, Form 23. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.206).

Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

26.0 DETERMINATION OF BIDDER RESPONSIBILITY

26.1 A responsible Bidder is a Bidder 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 Bidders.

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

26.3 The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 26.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 26.5 If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.
- 26.6 These terms shall also apply to proposed subcontractors of Bidders on County contracts

27.0 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions in Part G, Sample Contract, Part I, Unique Terms and Conditions, Section 4.0, Indemnification. The Contractor shall procure, maintain and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part G, Sample Contract, Part I, Unique Terms and Conditions, Section 5.0 Insurance Requirements.

28.0 SPARTA PROGRAM

A county program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website at www.2sparta.com.

29.0 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

30.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Bidder.

31.0 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Part G, Sample Contract, Part I, Unique Terms and Conditions, Section 8.0, Confidentiality and Part II, Standard Terms and Conditions, Section 32.0, Independent Contractors Status.

32.0 CONFLICT OF INTEREST

No County employee, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Part D, Required Forms, Form 19, Certification of No Conflict of Interest.

PART C - INSTRUCTIONS TO BIDDER

1.0 LANGUAGE

Everything constituting the bid and all documents submitted in connection with the bid shall be written in English.

- 1.1 There are five exhibits (Exhibit A-1 through A-5) to the SOW (Part H) issued in English. Exhibit A-3 is also issued in Spanish.

2.0 PREPARATION AND FORMAT OF BID

2.1 Each bid must be bound and submitted in the prescribed format below:

- The original bid and two copies must be typewritten or word-processed on 8-1/2" X 11" white bond paper.
- The original bid and two copies must be securely bound in a three-ring binder or other protective covering. Bid and copies that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.
- The original bid and two copies' cover binders must state the title of the IFB, CMS number (CMS 13-0013) and the name of your organization. The original bid's cover must be clearly marked "original".
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section must be specifically labeled and in the order indicated in subsection below.

2.2 A Sample Contract is provided as Part G for your information and review. It is recommended that Bidders have the Sample Contract reviewed by their legal counsel. The Bidder is **NOT** to complete or submit the Sample Contract with their bid.

2.3 County is not responsible for any costs or other liabilities associated with the preparation, delivery or submission of any bid in response to this IFB.

2.4 False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid shall be sufficient cause for rejection of the Bid. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.5 Bidder must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Bidder shall include all required forms, documents, and attachments with its sealed bid, the contents and sequence of which must be as follows:

2.6 Transmittal Letter (Insert)

The bid must contain a transmittal letter that is no more than five pages, single-sided, and typed/printed on the Bidder's official stationery, that includes the following in the order listed:

- Title of IFB and date;
- The exact business name and legal business status (i.e., partnership, corporation, etc.) of the Bidder, as indicated in Part D, Required Forms, Form 1 of the bid; ***If a corporation, Limited Liability Company (LLC), or partnership, a Board of Director's resolution identifying the person(s) authorized to bind the entity on its behalf must also be included;***
- A brief introduction of the Bidder and its organization;
- Summary of relevant background information to demonstrate their capability to perform the required services detailed in Part H, Statement of Work;
- The transmittal letter must bear the signature of the individual(s) authorized to sign on behalf of the Bidder (name, title and signature) and bind the applicant in a Contract. The person signing this form shall be recognized as the Bidder's contact person for any communication between the County and the Bidder.

2.7 Table of Contents (***shall immediately follow Transmittal Letter***)

The Table of Contents must be a comprehensive listing of material included in the bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.1 Declaration of Bidder's Legal Identity and Responsibility (Form 1)

Bidder must complete, date and sign this form and place it as the first form following the Table of Contents. The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a contract.

2.7.2 Business Entity Structure Documents (Insert)

Bidder must submit one of the following documents/certificates or an equivalent document specified for the business entity type unless its business entity structure is a sole proprietorship with no fictitious business name. If the Bidder is domiciled outside of California, the Bidder must provide proof of their status in that domicile. Bidder must be registered with the State of California and

the local city where the bidder will be conducting business prior to receiving a contract award.

- Sole Proprietorship - If a sole proprietorship is formed with a name other than the individual's name, a Fictitious Business Name Statement must be provided.
- Corporation - Articles of Incorporation
- Limited Liability Company - Domestic - LLC-1/Foreign - LLC-5
- Limited Partnership - Certificate of Partnership - LP-1
- General Partnership - Statement of Partnership Authority - GP-1
- Limited Liability Partnership - Registration of Limited Liability Partnership - LLP-1

2.7.3 Secretary of State Filings – Statement of Information (SOI) (Insert)

Bidder must submit its most current and accurate certified original of the SOI filed with the California Secretary of State. The SOI must be stamped with the Secretary's official seal.

If Bidder is not a corporation or a limited liability company, insert a page with a statement that this section is not applicable.

2.7.4 Copies of Applicable Licenses, Certifications, and Permits (Insert)

Bidder must submit copies of the following:

- License for drug and alcohol testing and/or urine sample collection;
- Valid Seller's Permit to conduct business in the State of California; and
- Letter from the Internal Revenue Service in which Bidder is issued an Employer Identification Number.

2.7.5 Board of Director's Resolution (Non-public Bidder) (Form 2)

Bidder must complete and submit a Board of Director's Resolution identifying the individuals authorized to bind Bidder if its organization is a corporation, Limited Liability Company (LLC), or partnership.

2.7.6 List of Current Members of Board of Directors/Other Agencies (Form 3A)

Bidder must:

Provide a list of names of the current members of its Board of Directors.

Identify its board members who sit on other boards and those agencies.

Identify any of its board members who are also employees of the County of Los Angeles.

Identify bidder's business partners and associates from the last five years.

List of Partners or Business Associates (Form 3B)

Bidder must provide a list of names of persons with whom they have associated in business as partners or business associates. Partners are defined as person(s) who joins with Bidder to own and operate a business and who are personally liable for the business' debts and obligations. Business associates are defined as person(s) performing and/or assisting Bidder with a function or activity for receipt of returns such as monetary payments. Bidder must list all associations within the past five years of date of bid submission.

2.7.7 Certification of Ownership and Financial Interest (Form 4)

Bidder must complete the Certification of Ownership and Financial Interest Form.

2.7.8 Contractor's Administration (Form 5)

Bidder must complete and submit this form with bid.

2.7.9 Bidder's References (Form 6)

Bidder must provide five references where the same or similar scope of services was provided.

2.7.10 Proposed Subcontractors for this Project (Form 7)

Bidder must complete and submit the list of subcontractors for approval by County if Bidder is requesting to use subcontractors on the resulting contract.

2.7.11 Audited Financial Statements (Insert)

Bidder shall submit, "Audited Financial Statements", and provide documentation on its financial status by submitting the most current and prior two fiscal years (for example 2012, 2011, and 2010) financial statements. Statements should include the company's assets, liabilities and net worth. Financial Statements shall be

prepared by an independent certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the contract.

DO NOT SUBMIT INCOME TAX RETURNS TO MEET THIS REQUIREMENT.

2.7.12 Revenue Disclosure (Non-public Bidder) (Form 8)

Bidder must complete the Revenue Disclosure Form indicating all such income and sources.

2.7.13 List of Bidder's Commitments (Form 9)

Bidder must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder's ability to perform the contract. If Bidder has no commitments, Bidder shall so state.

2.7.14 Bidder's List of Contracts (Form 10)

The listing must include all contracts (active/completed) for the last five years, showing year, type of services, dollar amount of services provided, location and contracting agency. It is the Bidder's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. County may disqualify a Bidder if:

- References fail to substantiate Bidder's description of the services provided, or;
- References fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- The Department is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

Use additional sheets if necessary.

Contracts terminated within the past three years must be listed separately with a reason for termination, including details of any failure or refusal of Bidder to complete a contract.

2.7.15 Bidder's Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties (Form 11)

Bidder must include details of any failure or refusal to complete a contract. Identify by name, case and court jurisdiction any pending

litigation in which Bidder is involved, or judgments against Bidder in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. Include any labor disputes and/or alleged unfair hiring practices in the past five years. If none, include a statement to that effect.

2.7.16 Proof of Insurability (Insert)

2.7.16.1 Bidder must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part I, Section 5.1, General Insurance Requirements and Part I, Section 5.2, Insurance Coverage Requirements of the Sample Contract.

2.7.16.1.1 If Bidder has current insurance coverage for the required insurance types, a copy of the Certificate of Acord may be submitted. If the Bidder is selected and awarded the contract and prior to the Start Work Notice being issued, Bidder will be contacted to provide another Certificate of Acord naming this program.

2.7.16.1.2 If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be selected to receive a Contract award may be submitted with the bid. In conjunction with the letter of certification, Bidder shall provide, upon County's request, copies of Bidder's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

2.7.16.1.3 Letters of Intent from insurance brokers will not be considered acceptable substitutes.

2.7.17 Familiarity of the County Lobbyist Ordinance Certification (Form 12)

Bidder must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Bidder have and will comply with the ordinance during the IFB process.

2.7.18 Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification (Form 13)

Bidder must comply with EEO laws, regulations and policies. Must complete, sign and date.

2.7.19 Jury Service Program and Application for Exception and Certification (Form 14)

Bidder must complete and submit this form with bid. If Bidder is requesting an exception from this program, Bidder should submit all necessary documents to support the request.

2.7.20 Small Business Enterprise (SBE) / Community Business Enterprise (CBE) (Form 15)

Bidder shall complete and submit this form with their bid regardless of whether they qualify for the Small Business Enterprise program. Bidders who qualify for the Small Business Enterprise must complete this form and attach the required documents to show proof of qualification and to receive credit.

Bidder must complete and submit this form with their bid.

2.7.21 Charitable Contributions Certification (Form 16)

Bidder shall complete and submit the Charitable Contributions Certification form. Bidder shall state its charitable contribution status per the Nonprofit Integrity Act.

2.7.22 Attestation of Willingness to Consider GAIN/GROW Participants (Form 17)

Bidder must complete and submit this form with bid.

2.7.23 Contractor Acknowledgement and Confidentiality Agreement (Form 18)

Contractor shall sign "Contractor's Acknowledgment and Confidentiality Agreement" on behalf of its employees and non-employee acknowledging and accepting the confidentiality requirements set forth by the County.

2.7.24 Certification of "No Conflict of Interest" (Form 19)

Bidder must certify that no employee who prepared or participated in the preparation of this bid is within the purview of County Code Section 2.180.010.

2.7.25 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions (Form 20)

Bidder must certify that prices quoted herein have been determined independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

2.7.26 Bid Price (Form 21)

The Bid Price must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs (line items listed on Form 21) specific to the Contract.

2.7.27 Line Item Budget and Narrative (Form 22)

Bidder must provide a detailed line item budget in accordance with its pricing schedule per unit of service cost (mileage, surcharge, administrative costs, etc.) on a yearly contract period of 12 months.

2.7.27.1 A sample has been provided in Form 22 for your review. It is the Bidder's responsibility to include all necessary line items (cost elements) in the Line Item Budget. Line Item Budget shall include, but is not limited to: personnel (classification/payroll title), hourly wage, employee benefits (paid vacation, sick time, holiday, etc.), equipment needs, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, profit, etc.

2.7.27.2 Each bid must have a narrative attached to the Line Item Budget providing a thorough and clear explanation of all projected line item and its budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. The budget and budget narrative will be made a part of the Contract with the selected Bidder.

2.7.28 Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Form 23)

Bidder must complete and sign the Certification of Compliance with the County's Defaulted Property Tax Reduction Program

2.7.29 Offer to Perform and Acceptance of Terms and Conditions (Form 24)

Bidder must complete and sign the Offer to Perform and Acceptance of Terms and Conditions.

2.7.30 Last Page of Bid (Form 25)

The last page of the bid must list names of all joint ventures, partners, subcontractors or others having any right or interest in any resultant Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Bidder in a Contract.

3.0 BID SUBMISSION

3.1 **The closing date and time for bid submission is 12 noon, Pacific Standard Time (PST) on December 4, 2013.** It is the sole responsibility of the Bidder to see that its bid is received before the submission deadline. Bidder shall bear all risks associated with delays in the U.S. Mail or other courier service. Any bid received after the scheduled closing time for receipt of the bid may be returned to the sender unopened, at the County's sole discretion.

3.2 For each bid/offer, the original and two copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Bidder and bear the words:

“BID FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES”

3.3 The bid and any related information shall be delivered to:

Department of Children and Family Services
Contracts Administration
Attention: Syed Uraizee, Contracts Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020

3.4 Each Bidder agrees to provide the County with an explanation of any information provided in its bid, which the County, in its discretion, deems necessary for an accurate determination of the Bidder's qualifications to perform the required service.

3.5 Bidder must respond only to this IFB as it is written including any written addenda discussed in Part C, Section 3.6 below. Bidder is not to attach any documentation, which is not required or requested under this IFB. Failure to adhere to the specifications contained in this IFB may be cause for rejection of the bid. No corrections or resubmissions shall be accepted after the bid deadline.

3.6 Any change to this IFB will be made by written addendum, which will be posted on the DCFS Website at <http://www.lacdcfs.org/contracts/index.html> and the County of Los Angeles' website at <http://purchasingcontracts.co.la.ca.us> and will be sent via e-mail to each person or organization which County records indicate

attended the mandatory Bidder's Conference. This addendum will become a part of the IFB and the County reserves the right to issue more than one addendum. The County is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), a bid's failure to address the requirement(s) of such addendum may result in the rejection of the bid, as determined in the sole discretion of the County.

- 3.7 It is the sole responsibility of the submitting Bidder to ensure that its bid is received by DCFS before the submission deadline. Submitting Bidders shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any bid received after the scheduled closing time for receipt of bid, as stated in IFB, Part A, Overview, Section 9.0, IFB Timetable, will be returned to the sender unopened. A timely hand-delivered bid is acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

4.0 PRECAUTIONS REGARDING BID SUBMISSION

- 4.1 Any bid that deviates from the format and/or the submission procedure may be rejected without review, at the County's sole discretion.
- 4.2 Failure to submit the correct number of copies by the required time and date may result in disqualification, at the County's sole discretion.
- 4.3 A Bidder may be disqualified if on any previous Contract(s) with the County it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

5.0 BID WITHDRAWALS

The bid shall be a firm offer and may not be withdrawn for a period of three hundred sixty-five (365) days following the last day to submit a bid. Until the bid submission deadline, errors in a bid may be corrected by a request in writing to withdraw the bid and by submission of another bid with the mistakes corrected. Corrections will not be accepted once the deadline for submission of the bid has passed.

PART D – REQUIRED FORMS FOR SUBMISSION

PART D- REQUIRED FORMS FOR SUBMISSION

1 - Insert	Transmittal Letter
2 - Insert	Table of Contents
3 - Form 1	Declaration of Bidder's Legal Identity and Responsibility
4 - Insert	Business Entity Structure Documents
5 - Insert	Secretary of State Filings - Statement of Information
6 - Insert	Copies of Applicable Licenses, Certifications, and Permits
7 - Form 2	Board of Director's Resolution (non-public Bidder)
8 - Form 3A	List of Current Members of Board of Directors/Other Agencies
9 - Form 3B	Bidder's List of Business Partners or Associates within the past 5 years
10 - Form 4	Certification of Ownership and Financial Interest
11 - Form 5	Contractor's Administration
12 - Form 6	Bidder's References
13 - Form 7	Proposed Subcontractors for this Project
14 - Insert	Audited Financial Statement
15 - Form 8	Revenue Disclosure (non-public Bidder)
16 - Form 9	List of Bidder's Commitments
17 - Form 10	Bidder's List of Contracts
18 - Form 11	Bidder's Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties
19 - Insert	Proof of Insurability
20 - Form 12	Familiarity of the County Lobbyist Ordinance Certification
21 - Form 13	Bidder's/Offeror's EEO Certification
22 - Form 14	Jury Service Program and Application for Exception and Certification
23 - Form 15	Small Business Enterprise (SBE) / Community Business Enterprise Form (CBE)
24 - Form 16	Charitable Contributions Certification
25 - Form 17	Attestation of Willingness to Consider GAIN/GROW Participants
26 - Form 18	Contractor Acknowledgement and Confidentiality Agreement
27 - Form 19	Certification of "No Conflict of Interest"
28 - Form 20	Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
29 - Form 21	Bid Price
30 - Form 22	Line Item Budget and Narrative
31 - Form 23	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
32 - Form 24	Offer to Perform and Acceptance of Terms and Conditions
33 - Form 25	Last Page of Bid

TRANSMITTAL LETTER

Refer to Part C, Section 2.6 for information

TABLE OF CONTENTS

Please insert your table of contents here.

DECLARATION OF BIDDER’S LEGAL IDENTITY AND RESPONSIBILITY

Bidder must include this form, completed and signed, in its bid. The person(s) signing this form must be authorized to sign on behalf of the Bidder and to bind the Bidder in a Contract. Two signatories will be required if applicable per Section 313, California Corporations Code.

1. BUSINESS NAME AND TYPE

CORPORATION:

Bidder must state its legal name (as stated in your Articles of Incorporation) and State of incorporated, and the year of incorporation (state N/A if not applicable):

Name State Year

-Or-

PARTNERSHIP OR SOLE PROPRIETORSHIP

Bidders as sole proprietors or partnerships must state proprietors name or managing partner (state N/A if not applicable):

2. BUSINESS INFORMATION

Business Address

Mailing Address

Business Web Address

Signator(s) E-mail Address

Telephone Number

Fax Number

A. State the place(s), including the street address, from which the services will be furnished.

B. State the number of years Bidder has been in business under the present business name, as well as related prior business names

C. State the number of years of experience providing the required, equivalent or related services

PART D – Required Form 1

3. If Bidder is doing business under one or more DBA's, Bidder must list all DBA's and the County(s) of registration:

Name:	County:	Year:
_____	_____	_____
_____	_____	_____

4. Is Bidder a wholly or majority owned by, or a subsidiary of, another firm? Yes No
 If yes, indicate name of parent firm and the State of Incorporation or registration (state N/A if not applicable):

Name	State
_____	_____

5. Bidder must list any other names it has done business as within the last five (5) years:

Name:	Year:
_____	_____
_____	_____

6. Bidder must indicate involvement in any pending acquisition/merger, including the associated company name (state N/A if not applicable):

7. Bidder acknowledges and certified that it meets and will comply with all of the Minimum Requirements listed in the Introduction of the IFB as listed below.

	YES	NO
1. Does Bidder meet the required minimum three years of verifiable business experience during the last five years conducting urine sample collection and drug testing services including the administration and management of a random drug testing program for an organization(s) that conducts at least 4,000 monthly sample collections and tests? State the number of years of business experience conducting drug testing services.	<input type="checkbox"/>	<input type="checkbox"/>
2. Does Bidder provide adequate and satisfactory evidence to perform the requested services at a certified laboratory accredited by Substance Abuse and Mental Health Services Administration (SAMHSA) or College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT). Bidder must submit copy(ies) of accreditation certificate(s) from said agency.	<input type="checkbox"/>	<input type="checkbox"/>
3. Did Bidder attend mandatory Bidder's Conference?	<input type="checkbox"/>	<input type="checkbox"/>

PART D – Required Form 1

Bidder further acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements/submissions contained in its bid may cause said bid to be rejected at the DCFS Director’s sole and final judgment.

Signature

Title

Date

Signature

Title

Date

IRS Employer Identification Number

California Business License Number

County WebVen Number

BUSINESS ENTITY DOCUMENTS

Insert your Business Entity Structure Documents here. Refer to Part C, 2.7.2

SECRETARY OF STATE FILINGS – STATEMENT OF INFORMATION

Insert your Statement of General Information. Refer to Part C, 2.7.3

**COPIES OF LICENSES AND PERMITS REQUIRED FOR
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING
SERVICES**

Bidder must submit copies of all licenses and permits necessary for the provision of the specified services listed in the IFB.

BOARD OF DIRECTORS RESOLUTION

-EXAMPLE-

BE IT RESOLVED THAT ON _____20___, THE BOARD OF DIRECTOR'S OF _____

(LEGAL NAME OF BIDDER)

HEREBY AUTHORIZES AND DIRECTS ITS (Print full name of person authorized), (Print the title of the person named: CEO, President, or Executive Director) TO SUBMIT THE ATTACHED BID AND TO BIND THE CONTRACTOR IN A CONTRACT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES AS STIPULATED IN THE IFB AND RESULTING FINAL EXECUTED CONTRACT.

ATTESTED:

Print Name and Title of Chair/Chairman of the Board of Directors

(Signature Line for Board Chair/Chairman)

Print Name and Title of Board of Director Member holding the titles of Treasurer or CFO

(Signature Line for Board Treasurer or CFO)

Print Name(s) of authorized person responsible for submission of the bid and to bind the Contractor in a Contract with the County

(Signature of Person authorized to bind the Contractor in a Contract with the County)

(Signature of Second Person authorized to bind the Contractor in a Contract with the County)

PART D – Required Form 3A

**BIDDER’S LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS, CORPORATE OFFICERS
(INCLUDING OTHER AGENCIES BOARD MEMBERS SERVE ON AND LOS ANGELES COUNTY EMPLOYEE CERTIFICATION)**

Legal Name of Agency:

Name	Address, City, State	Telephone and Fax Numbers	Other Agency’s*	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
						Payroll Title
		P: ()				
		F: ()				
		P: ()				
		F: ()				
		P: ()				
		F: ()				
		P: ()				
		F: ()				

*List the name of any other organization that the Board Member also serves on. (Please make additional copies of this form if necessary)

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

Signature of Person authorized to bind the Contractor in a Contract with the County

Date _____

BIDDER’S LIST OF BUSINESS PARTNERS OR ASSOCIATES WITHIN THE PAST FIVE (5) YEARS

Legal Name of Agency:

Name	Address, City, State	Telephone and Fax Numbers	Agency Name	Type of Business Association	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
							Payroll Title
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					

(Please make additional copies of this form if necessary)

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

Signature of Person authorized to bind the Contractor in a Contract with the County

Date _____

BIDDER’S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Bidder must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes _____ No _____
If yes, provide name of organization or person and the following information:

Print Name and Title Address

Telephone Number Contact Person

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

Print Name of Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County

Date

Bidder must declare whether it has Financial Interest in any other business.

Yes _____ No _____
If yes, provide name of business:

Print Legal Name of Business Address

Telephone Number Contact Person

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

Print Name and Title of Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County
Date _____

Tax ID -or- Employer Identification Number _____

**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.

Organization

Name: _____

Contact Person: _____

Address _____

City, State, Zip: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail

Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail

Address: _____

IF THERE ARE ANY CHANGES, A NEW CERTIFIED STATEMENT OF INFORMATION MUST BE SUBMITTED TO:

**DCFS Contracts Administration
Attn: Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Signature of Individual Authorized to Bind Contractor in a Contract with the County

Date

PART D – Required Form 6

BIDDER’S REFERENCES

List five (5) references where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. A minimum of three (3) contracting agencies will be contacted.

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
1. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
2. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
3. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
4. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

Legal Name of Firm	Address of Firm	Contact Person		Telephone No. ()	Fax No. ()
5. _____					
Name or Contract No.		# of Years	Contract Period	Type of Service	Dollar Amount \$

(Please make additional copies of this for if necessary)

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name	Subcontractor Address	Contact Person	Phone (P): FAX (F):
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()

(Please make additional copies of this form if necessary)

AUDITED FINANCIAL STATEMENT

Insert last 3 years of the Bidder's audited financial statements

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

LIST OF BIDDER’S COMMITMENTS

(List commitments and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder’s ability to perform the contract. These commitments are other than current contract(s) listed in Part D, Required Form 10).

Legal Name of Agency: _____

- Yes, there are commitments (please list below).
- No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

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

Print Name and Title of authorized person responsible for submission of the bid to the County

Authorized Signature of authorized person responsible for submission of the bid to the County

Date

Note: Please refer to next page for examples of commitments.

EXAMPLE OF COMMITMENTS/POTENTIAL COMMITMENTS

Name of Firm	Amount	Time Period	Type of Commitment
Bank of the West	\$100,000	10 years	Commercial real estate loan
Dell Computers	\$20,000	1/1/06 –12/31/07	Computer leases
Xerox Corporation	\$10,500	Annually	Office Equipments
Ford Motors Co.	\$15,300	Annually	Vehicles Leases
Assured Properties	\$2,500	Month to Month	Office Space

BIDDER’S LIST OF CONTRACTS

List all contracts completed during the last five (5) years showing year, type of services, dollar amount of services provided, location, contracting agency, and name and telephone number of the contact person on the contract.

Legal Name of Firm	Name/Contract Number	Contract Period/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this IFB? Yes/No	Location of Service Provided
1.						
Contact Person: Telephone #: () Fax #: ()						

Legal Name of Firm	Name/Contract Number	Contract Period/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this IFB? Yes/No	Location of Service Provided
2.						
Contact Person: Telephone #: () Fax #: ()						

Legal Name of Firm	Name/Contract Number	Contract Period/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this IFB? Yes/No	Location of Service Provided
3.						
Contact Person: Telephone #: () Fax #: ()						

(Please make additional copies of this form if necessary)

BIDDER INVOLVEMENT IN LITIGATION, LABOR VIOLATIONS, AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the bid if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the bidder currently, or within the past seven years, involved in litigation?	___	___
2. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are any bidder staff members unable to be bonded?	___	___
4. Have there been unfavorable rulings by any funding source against the agency for improper action or contract compliance deficiencies?	___	___
5. Has the bidder or bidder director ever had public or foundation funds withheld?	___	___
6. Has the bidder or bidder director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___
7. Has the bidder had any labor violations claim filed against it within the past five years?	___	___

EXPLANATION (Use separate pages)

 AUTHORIZED SIGNATURE

 DATE

 NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

PROOF OF INSURABILITY

Please insert insurance documents.

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUTHORIZED SIGNATURE

DATE

NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

BIDDER’S/OFFEROR’S EEO CERTIFICATION

Bidder/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

Authorized Signature

Date

Name / Title / Name of Company or Organization

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

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

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

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contract contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

PART D – Required Form 15

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

I. SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:** _____

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

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
-----------------------	----------------------	-------	------

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

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

()

()

OR

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

()

()

Signature

Date

Name and Title (please type or print)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

PART D - Required Form 18(cont'd)

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

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CERTIFICATION OF "NO CONFLICT OF INTEREST"

The Los Angeles County Administrative Code, Section 2.180.010, provides as follows:

CERTAIN CONTRACTS PROHIBITED

- A. Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 - 2. Profit making firms or businesses in which employees described in subdivision 1 of subsection A (above) serve as officers, principals, partners or major shareholders;
 - 3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subdivision 1 of subsection A (above), and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specification; and
 - 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A (above), serve as officers, principals, partners or major shareholders.

BIDDER/CONTRACTOR hereby declares and certifies that employee, nor any other person acting on BIDDER/CONTRACTOR's behalf, who developed and/or participated in the preparation of this contract do not fall within the scope of Code Section 2.180.010 as outlined above.

AUTHORIZED SIGNATURE

DATE

NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Bidder.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB.
- E. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this Bidder.

Name of Firm

Print Name of Signer

Title

Signature

Date

URINE SAMPLE COLLECTION/DRUG AND ALCOHOL TESTING SERVICES, CMS 13-0013

BID PRICE

_____ (Bidder's Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) for the County of Los Angeles, under all of the terms and conditions specified in the IFB (including, but not limited to the Statement of Work, Performance Requirements Summary, Attachments and Sample Contract).

Prices quoted by Bidder includes all applicable charges and costs associated with the Urine Sample Collection For Drug and Alcohol Testing Services, and any other costs necessary in the performance of all tasks and performance outcomes outlined in, and in accordance with, this IFB.

This price shall be fixed and guaranteed for the Contract term, beginning on the date of commencement of services. Prices quoted by Bidder include all applicable charges and costs associated with collection, chain of custody, screening, confirmation of positive results, storage, administration, provision of seminars and any other costs necessary to properly complete the project as outlined in the Statement of Work and elsewhere in this IFB. Bidder's itemized charges shall also include but are not limited to, the following:

- Labor for all proposed services
- Materials, services, supplies, and other identifiable costs for all proposed services, and
- All applicable taxes, including sales taxes.

There are three (3) pricing categories: A) Urine Testing for Alcohol, B) Urine Testing for BOTH Alcohol and Drugs; and C) D/L Isomer Tests.

Column A of the table contains the estimated number of tests for an annual period. Bidder shall state its costs in Column B of the table for each urine testing category. Bidder to extend unit cost in Column B by multiplying it with the highest quantity in Column A to reach total, not to exceed, cost in Column C.

Bidder's Overall Total Cost, as stated in Column C, will used to rank bid pricing from the lowest to highest.

County does not guarantee a minimum or maximum number of drug and alcohol tests to be conducted. NOTE: The number of urine sample collection/drug and alcohol testing may vary from month to month.

**URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
 BID SHEET/PRICING SCHEDULE**

TABLE C: BIDDER'S OVERALL TOTAL COST (To be Completed by the County)	
Total Cost for Table A	\$
Total Cost for Table B	\$
Total Cost for Table C	\$
<i>OVERALL TOTAL COST</i>	\$

PART D – Required Form 22

SAMPLE LINE ITEM BUDGET

BIDDER: _____ DATE: _____

1. DIRECT COSTS

A. Payroll Costs:

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Project Director				
Administrative Assistant				
Total Payroll Costs				

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance			
Dental Insurance			
Total Employee Benefits Cost			

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

Description	Number of Employees	Monthly Taxes	Annual Taxes
Federal and State Taxes			
FICA			
State Disability			
Total Payroll Taxes			

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability/Auto/Professional Insurance		
Workers' Compensation Insurance		
Vehicle and Equipment (Material Handling, Office) Leases		
Telephone and Utilities		
Office, Space, Facilities Leases/Rents/Mortgage		
Services (Non-subcontractor) and Supplies (Office/Operational)		

Total Insurance, Equipment and Operation Expenses	
--	--

TOTAL DIRECT COSTS	
---------------------------	--

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting/Bookkeeping		
Banking/Payroll Services		
Overhead		
Total Insurance, Equipment and Operation Expenses		

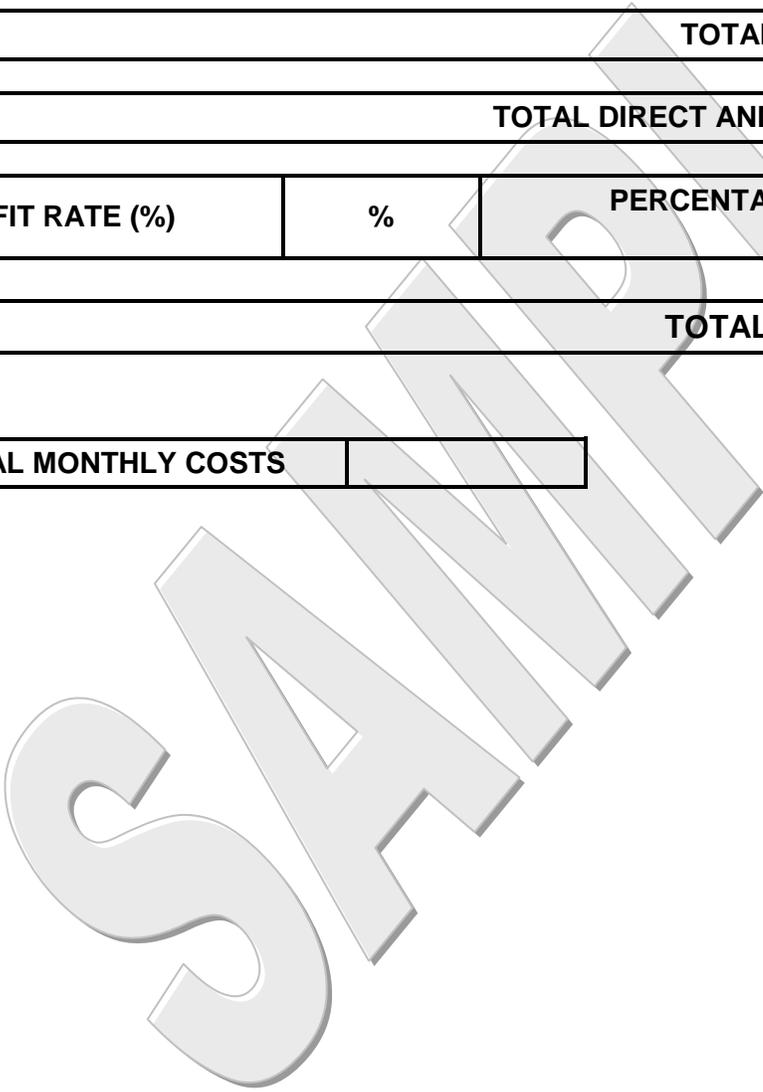
TOTAL INDIRECT COSTS	
-----------------------------	--

TOTAL DIRECT AND INDIRECT COSTS	
--	--

PROFIT RATE (%)	%	PERCENTAGE TOTAL PROFIT AMOUNT	
------------------------	----------	---------------------------------------	--

TOTAL ANNUAL COSTS	
---------------------------	--

TOTAL MONTHLY COSTS	
----------------------------	--



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

Date: _____

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

**URINE SAMPLE COLLECTION FOR
DRUG AND ALCOHOL TESTING SERVICES
(CMS 13-0013)**

_____ (Bidder's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 270 days following the IFB submission due date stated in the IFB cover letter.

Print Name(s) of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Signature of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Date

LAST PAGE OF BID

Respectfully submitted,

(Firm or Corporate Name)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

Date _____

Address _____

City _____

State: _____ Zip Code _____

Telephone _____

Federal Tax Identification Number _____

PART E – BID REVIEW AND SELECTION PROCESS

1.0 BID REVIEW AND SELECTION PROCESS

Bid Review and Selection Process consists of a two part assessment. Part I is to determine the lowest bid price. Part II is to determine whether the lowest price bid and its Bidder are responsive and responsible and therefore qualified to be recommended to the County's Board of Supervisors for a contract award.

2.0 PART I: DETERMINATION OF THE LOWEST PRICE

2.1 Bid Opening

The bid opening will be held at 1:00 P.M. PST on December 4, 2013. DCFS will announce each Bidder's name and their bid price.

2.2 Local SBE Preference

Eight percent (8%) of the lowest bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference. Should one or more of the Bidders request and be granted the Local SBE Preference, the lowest bid price will be determined as follows:

2.2.1 Once the bid sheet has been calculated based on weighted categories, the Local SBE Preference will be applied.

2.2.2 The bid with the lowest price will then move to Part II assessment, in accordance with Section 3.0, Part II: Determination for Responsiveness and Responsibility, below. If the bid with the lowest price does not meet the requirements of the Part II assessment, then the next lowest priced bid will proceed to the Part II assessment, and so on.

2.2.3 The bid with the lowest price that meets the requirements of the Part II assessment will be recommended to the County Board of Supervisors for contract award.

3.0 PART II: DETERMINATION FOR RESPONSIVENESS AND RESPONSIBILITY

3.1 Determination of Bidder Responsiveness

3.1.1 Pursuant to the California Department of Social Services (CDSS) Manual, Section 23-601.25, a "Responsive Proposer" means one whose proposal substantially complies with all requirements of this IFB.

3.1.2 County will review and evaluate each bid to determine if the Bidder meets the Minimum Requirements. Bidders who do not meet the

Minimum Requirements may be disqualified and their bid eliminated from any further consideration.

3.1.3 County will evaluate each bid submitted to determine if the Bidder complies with the IFB format and submission requirements set forth in Part C of the IFB. The County, at its sole discretion, may accept a bid that substantially complies with the requirements in PART C.

3.2 Determination of Bidder Responsibility

3.2.1 Section 23-601.24 of the California Department of Social Services (CDSS) Manual Pursuant to the CDSS Manual, 23-601.24; a "Responsible Bidder" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

3.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible Bidder is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

3.2.2.1 County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are not the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

3.2.2.2 County will: 1) contact Bidder's clients referenced on Form 6, Bidder's References, for feedback regarding Bidder's current and past performance; 2) review information provided on Form 10, Bidder's List of Contracts; 3) review of information provided on Form 11, Bidder Involvement in Litigation and/or Contract Compliance Difficulties; and 4) review County Contract Database and Contractor Alert Reporting Database records to determine if a Bidder has the ability to comply with the proposed delivery or performance schedule specified in Part H, Statement of Work.

3.2.2.3 County will review the bid and performance record to determine whether a Bidder has a record of unsatisfactory performance, lack of integrity or poor business ethics.

3.2.2.4 County will review the bid and performance record to determine if a Bidder is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

3.2.3 Non-responsible Bidder

County may declare a Bidder to be non-responsible for purposes of this Contract if the County Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder's quality, fitness or capacity to perform a contract with the County, and any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

3.2.4 Intention to Recommend to the Board of Supervisors

If there is evidence that the lowest priced Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the County Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.

3.2.5 Recommendation to the Board of Supervisors

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

3.2.6 Subcontractors of Bidder

These terms shall also apply to proposed subcontractors of Bidder on County contracts.

4.0 PROTEST REVIEW PROCESS

4.1 Any actual or prospective Bidder may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Bidder challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Refer to Part E, Section 5.0)
- Review of a Disqualified Bid (Refer to Part E, Section 6.0)
- Review of Department's Proposed Contractor Selection: Departmental Debriefing Process, Proposed Contractor Selection Review, County Independent Review Process (Refer to Part E, Section 7.0)

5.0 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting a "Transmittal Form to Request a Solicitation Requirements Review" (Part F), along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

5.1 The request for a Solicitation Requirements Review is received by the department by the end of the 10th business day from the release date of the IFB or by **September 30, 2013**, which ever is later.

5.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Bid.

5.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

5.4 The request for a Solicitation Requirements Review asserts either that:

5.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Bidder; or,

5.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

5.5 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Bidder, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

Department of Children and Family Services
Contracts Administration
ATTN: Syed Uraizee, Contracts Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020

6.0 DISQUALIFICATION REVIEW

6.1 A bid may be disqualified from consideration because the County determined it was a non-responsive bid at any time during the review process. If the County determines that a bid is disqualified due to non-responsiveness, the County shall notify the Bidder in writing.

6.2 Upon receipt of the written determination of non-responsiveness, the Bidder may submit a "Transmittal Form to Request a Disqualification Review" (Part F), by **January 3, 2014**. Requests for a Disqualification Review not timely submitted will be denied.

6.3 A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a Bidder;
2. The request for a Disqualification Review is submitted timely; and,
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to Bidder's non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

6.4 The Disqualification Review shall be completed and the determination shall be provided to the Bidder, in writing, prior to the conclusion of the review process.

7.0 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

7.1 Departmental Debriefing Process

- 7.1.1 Upon completion of the evaluation, and prior to entering negotiations with the selected Bidder, the department shall notify the remaining Bidders in writing that the department is entering negotiations with another Bidder. Upon receipt of the letter, the Bidder may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.
- 7.1.2 The purpose of the Debriefing is to compare the Bidder's response to the solicitation document with the evaluation document. The Bidder shall be debriefed only on its response. Because the contract process has not been completed, responses from other Bidders shall not be discussed.
- 7.1.3 If the Bidder is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the manner set forth below for review of the department's recommendation for contract award.

7.2 Proposed Contractor Selection Review

- 7.2.1 Upon completion of the review, the department shall notify the remaining Bidders in writing that the department is recommending a contract with another Bidder. Upon receipt of the letter, the Bidder may submit a written request for a Proposed Contractor Selection Review if they assert that their bid should have been determined to be the lowest cost, most responsive and responsible bid because of one of the following reasons:

- 7.2.1.1 The department materially failed to follow procedures specified in its solicitation document. This includes:

- Failure to correctly apply the standards for reviewing the bid format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bid as specified in the solicitation document.
 - Use of the evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

- 7.2.1.2 The department made identifiable mathematical or other errors in evaluating the bid, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.

- 7.2.1.3 Another basis for review as provided by state or federal law.

- 7.2.2 Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the Bidder

within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date of the contract award recommendation is to be heard by the Board. If the Bidder is not satisfied with the results of the Proposed Contractor Selection Review, it may request on the grounds and in the manner set forth below for a County Review Panel.

7.3 County Independent Review Process

7.3.1 Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review. (See Part F, "Transmittal Form to Request a County Independent Review")

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

7.3.1.1 The person or entity requesting the County Independent Review is a Bidder;

7.3.1.2 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

7.3.1.3 The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 7.2 above.

Upon completion of the County Independent Review, Internal Service Department will forward the report to the Department, which will provide a copy to the Bidder.

8.0 NOTIFICATION OF AWARD

8.1 All Bidders will be notified in writing of the final selection.

8.2 The winning Bidder shall be prepared to enter into a contract with the County, which shall be substantially the same as the Sample Contract, Statement of Work, Exhibits, and Attachments included in the IFB.

8.3 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.

- 8.4 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 8.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the prospective Contractor(s), which by law must exercise its judgment and discretion concerning the selection of proposals and the terms of any resultant Contract.

9.0 FORMAL APPROVAL OF CONTRACT

- 9.1 Notwithstanding a recommendation of a department, agency, individual, or other, the County Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid(s) and the terms of any resultant contract, and to determine which bid best serves the interests of the County.
- 9.2 The County Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.
- 9.3 Acceptance or recommendation of a bid(s) does not constitute formation of a contract. A contract can be created only by formal approval by the County Board of Supervisors and executed according to law.

10.0 SELECTION PROCESS DISCLAIMER

- 10.1 The County reserves the sole right to judge the contents of the bid submitted pursuant to this IFB and to review, evaluate, and select the successful bid.
- 10.2 County reserves the right to waive, in its sole discretion, any inconsequential disparities or disparities in a submitted bid.
- 10.3 The failure of a Bidder to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

PART F – PROTEST POLICY TRANSMITTAL FORMS

**TRANSMITTAL FORM TO
REQUEST AN INVITATION FOR BIDS COUNTY INDEPENDENT REVIEW**

**TRANSMITTAL FORM TO REQUEST AN
IFB SOLICITATION REQUIREMENTS REVIEW**

*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Bidder Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Bidder: _____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

A Request for a Disqualification Review must be received by the County by the date specified in the Non-Responsive Letter

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter**.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

For reasons stated in the vendor's Request for a Proposed Contractor Selection Review (PCSR), and any permissible additional reasons stated below, the vendor is requesting a County Independent Review. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR**.

In addition to the reasons stated in the vendor's PCSR, the vendor asserts that their response to the solicitation should have been determined to be the lowest cost, responsive and responsible bid because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in evaluating bids.
- Another basis for review as provided by state or federal law,
Please explain: _____

Vendor understands that these additional reasons will only be considered in the County Independent Review if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR.

Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the lowest cost, responsive and responsible bidder and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's bid and/or with respect to the recommended bidder's bid. *(Attach additional pages and supporting documentation as necessary.)*

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered in the County Independent Review. Vendor has included all documents and other material needed to support the assertions.

Request submitted by: _____
(Name) (Title)

For County use only	
Date Transmittal Received by County: _____	Date Request Due: _____
Reviewed by: _____	
Date submitted to the ISD to request County Independent Review: _____	
Date report due from County Independent Reviewer: _____	
Date report sent by Department to Vendor: _____	
Results of County Independent Review: <input type="checkbox"/> Protest Denied <input type="checkbox"/> Protest Valid	
Comments : _____	

PART E – BID REVIEW AND SELECTION PROCESS

1.0 BID REVIEW AND SELECTION PROCESS

Bid Review and Selection Process consists of a two part assessment. Part I is to determine the lowest bid price. Part II is to determine whether the lowest price bid and its Bidder are responsive and responsible and therefore qualified to be recommended to the County's Board of Supervisors for a contract award.

2.0 PART I: DETERMINATION OF THE LOWEST PRICE

2.1 Bid Opening

The bid opening will be held at 1:00 P.M. PST on December 4, 2013. DCFS will announce each Bidder's name and their bid price.

2.2 Local SBE Preference

Eight percent (8%) of the lowest bid price submitted will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the bid price submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference. Should one or more of the Bidders request and be granted the Local SBE Preference, the lowest bid price will be determined as follows:

2.2.1 Once the bid sheet has been calculated based on weighted categories, the Local SBE Preference will be applied.

2.2.2 The bid with the lowest price will then move to Part II assessment, in accordance with Section 3.0, Part II: Determination for Responsiveness and Responsibility, below. If the bid with the lowest price does not meet the requirements of the Part II assessment, then the next lowest priced bid will proceed to the Part II assessment, and so on.

2.2.3 The bid with the lowest price that meets the requirements of the Part II assessment will be recommended to the County Board of Supervisors for contract award.

3.0 PART II: DETERMINATION FOR RESPONSIVENESS AND RESPONSIBILITY

3.1 Determination of Bidder Responsiveness

3.1.1 Pursuant to the California Department of Social Services (CDSS) Manual, Section 23-601.25, a "Responsive Proposer" means one whose proposal substantially complies with all requirements of this IFB.

3.1.2 County will review and evaluate each bid to determine if the Bidder meets the Minimum Requirements. Bidders who do not meet the

Minimum Requirements may be disqualified and their bid eliminated from any further consideration.

3.1.3 County will evaluate each bid submitted to determine if the Bidder complies with the IFB format and submission requirements set forth in Part C of the IFB. The County, at its sole discretion, may accept a bid that substantially complies with the requirements in PART C.

3.2 Determination of Bidder Responsibility

3.2.1 Section 23-601.24 of the California Department of Social Services (CDSS) Manual Pursuant to the CDSS Manual, 23-601.24; a "Responsible Bidder" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

3.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible Bidder is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

3.2.2.1 County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are not the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

3.2.2.2 County will: 1) contact Bidder's clients referenced on Form 6, Bidder's References, for feedback regarding Bidder's current and past performance; 2) review information provided on Form 10, Bidder's List of Contracts; 3) review of information provided on Form 11, Bidder Involvement in Litigation and/or Contract Compliance Difficulties; and 4) review County Contract Database and Contractor Alert Reporting Database records to determine if a Bidder has the ability to comply with the proposed delivery or performance schedule specified in Part H, Statement of Work.

3.2.2.3 County will review the bid and performance record to determine whether a Bidder has a record of unsatisfactory performance, lack of integrity or poor business ethics.

3.2.2.4 County will review the bid and performance record to determine if a Bidder is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

3.2.3 Non-responsible Bidder

County may declare a Bidder to be non-responsible for purposes of this Contract if the County Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder's quality, fitness or capacity to perform a contract with the County, and any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

3.2.4 Intention to Recommend to the Board of Supervisors

If there is evidence that the lowest priced Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the County Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.

3.2.5 Recommendation to the Board of Supervisors

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

3.2.6 Subcontractors of Bidder

These terms shall also apply to proposed subcontractors of Bidder on County contracts.

4.0 PROTEST REVIEW PROCESS

4.1 Any actual or prospective Bidder may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Bidder challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Refer to Part E, Section 5.0)
- Review of a Disqualified Bid (Refer to Part E, Section 6.0)
- Review of Department's Proposed Contractor Selection: Departmental Debriefing Process, Proposed Contractor Selection Review, County Independent Review Process (Refer to Part E, Section 7.0)

5.0 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting a "Transmittal Form to Request a Solicitation Requirements Review" (Part F), along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

5.1 The request for a Solicitation Requirements Review is received by the department by the end of the 10th business day from the release date of the IFB or by **September 30, 2013**, which ever is later.

5.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Bid.

5.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

5.4 The request for a Solicitation Requirements Review asserts either that:

5.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Bidder; or,

5.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Bidders.

5.5 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Bidder, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

Department of Children and Family Services
Contracts Administration
ATTN: Syed Uraizee, Contracts Analyst
425 Shatto Place, Room 400
Los Angeles, California 90020

6.0 DISQUALIFICATION REVIEW

6.1 A bid may be disqualified from consideration because the County determined it was a non-responsive bid at any time during the review process. If the County determines that a bid is disqualified due to non-responsiveness, the County shall notify the Bidder in writing.

6.2 Upon receipt of the written determination of non-responsiveness, the Bidder may submit a "Transmittal Form to Request a Disqualification Review" (Part F), by **January 3, 2014**. Requests for a Disqualification Review not timely submitted will be denied.

6.3 A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a Bidder;
2. The request for a Disqualification Review is submitted timely; and,
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to Bidder's non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

6.4 The Disqualification Review shall be completed and the determination shall be provided to the Bidder, in writing, prior to the conclusion of the review process.

7.0 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

7.1 Departmental Debriefing Process

- 7.1.1 Upon completion of the evaluation, and prior to entering negotiations with the selected Bidder, the department shall notify the remaining Bidders in writing that the department is entering negotiations with another Bidder. Upon receipt of the letter, the Bidder may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.
- 7.1.2 The purpose of the Debriefing is to compare the Bidder's response to the solicitation document with the evaluation document. The Bidder shall be debriefed only on its response. Because the contract process has not been completed, responses from other Bidders shall not be discussed.
- 7.1.3 If the Bidder is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the manner set forth below for review of the department's recommendation for contract award.

7.2 Proposed Contractor Selection Review

- 7.2.1 Upon completion of the review, the department shall notify the remaining Bidders in writing that the department is recommending a contract with another Bidder. Upon receipt of the letter, the Bidder may submit a written request for a Proposed Contractor Selection Review if they assert that their bid should have been determined to be the lowest cost, most responsive and responsible bid because of one of the following reasons:

- 7.2.1.1 The department materially failed to follow procedures specified in its solicitation document. This includes:

- Failure to correctly apply the standards for reviewing the bid format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bid as specified in the solicitation document.
 - Use of the evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

- 7.2.1.2 The department made identifiable mathematical or other errors in evaluating the bid, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.

- 7.2.1.3 Another basis for review as provided by state or federal law.

- 7.2.2 Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the Bidder

within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date of the contract award recommendation is to be heard by the Board. If the Bidder is not satisfied with the results of the Proposed Contractor Selection Review, it may request on the grounds and in the manner set forth below for a County Review Panel.

7.3 County Independent Review Process

7.3.1 Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review. (See Part F, "Transmittal Form to Request a County Independent Review")

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

7.3.1.1 The person or entity requesting the County Independent Review is a Bidder;

7.3.1.2 The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

7.3.1.3 The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 7.2 above.

Upon completion of the County Independent Review, Internal Service Department will forward the report to the Department, which will provide a copy to the Bidder.

8.0 NOTIFICATION OF AWARD

8.1 All Bidders will be notified in writing of the final selection.

8.2 The winning Bidder shall be prepared to enter into a contract with the County, which shall be substantially the same as the Sample Contract, Statement of Work, Exhibits, and Attachments included in the IFB.

8.3 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.

- 8.4 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 8.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the prospective Contractor(s), which by law must exercise its judgment and discretion concerning the selection of proposals and the terms of any resultant Contract.

9.0 FORMAL APPROVAL OF CONTRACT

- 9.1 Notwithstanding a recommendation of a department, agency, individual, or other, the County Board of Supervisors retains the right to exercise its judgment concerning the selection of a bid(s) and the terms of any resultant contract, and to determine which bid best serves the interests of the County.
- 9.2 The County Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.
- 9.3 Acceptance or recommendation of a bid(s) does not constitute formation of a contract. A contract can be created only by formal approval by the County Board of Supervisors and executed according to law.

10.0 SELECTION PROCESS DISCLAIMER

- 10.1 The County reserves the sole right to judge the contents of the bid submitted pursuant to this IFB and to review, evaluate, and select the successful bid.
- 10.2 County reserves the right to waive, in its sole discretion, any inconsequential disparities or disparities in a submitted bid.
- 10.3 The failure of a Bidder to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

PART F – PROTEST POLICY TRANSMITTAL FORMS

**TRANSMITTAL FORM TO
REQUEST AN INVITATION FOR BIDS COUNTY INDEPENDENT REVIEW**

**TRANSMITTAL FORM TO REQUEST AN
IFB SOLICITATION REQUIREMENTS REVIEW**

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
Project Title:	Project No.

A Solicitation Requirements Review is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Bidder: _____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

A Request for a Disqualification Review must be received by the County by the date specified in the Non-Responsive Letter

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter**.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

For reasons stated in the vendor's Request for a Proposed Contractor Selection Review (PCSR), and any permissible additional reasons stated below, the vendor is requesting a County Independent Review. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR**.

In addition to the reasons stated in the vendor's PCSR, the vendor asserts that their response to the solicitation should have been determined to be the lowest cost, responsive and responsible bid because of one or more of the following reason(s):

- Department materially failed to follow procedures specified in its solicitation document
- Department made identifiable mathematical or other errors in evaluating bids.
- Another basis for review as provided by state or federal law,
Please explain: _____

Vendor understands that these additional reasons will only be considered in the County Independent Review if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR.

Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the lowest cost, responsive and responsible bidder and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's bid and/or with respect to the recommended bidder's bid. *(Attach additional pages and supporting documentation as necessary.)*

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered in the County Independent Review. Vendor has included all documents and other material needed to support the assertions.

Request submitted by: _____
(Name) (Title)

For County use only

Date Transmittal Received by County: _____ Date Request Due: _____	
Reviewed by: _____	
Date submitted to the ISD to request County Independent Review: _____	
Date report due from County Independent Reviewer: _____	
Date report sent by Department to Vendor: _____	
Results of County Independent Review: <input type="checkbox"/> Protest Denied <input type="checkbox"/> Protest Valid	
Comments : _____	

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

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

(ENTER CONTRACTOR's LEGAL NAME)

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

(ENTER MONTH AND YEAR)

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

TABLE OF CONTENTS

Section Number and Title	Page
PART I: UNIQUE TERMS AND CONDITIONS	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	2
2.0 TERM	3
3.0 CONTRACT SUM	4
4.0 INDEMNIFICATION	4
5.0 INSURANCE REQUIREMENTS	5
6.0 INVOICES AND PAYMENTS	10
7.0 BACKGROUND AND SECURITY INVESTIGATIONS	16
8.0 CONFIDENTIALITY	17
9.0 CONTRACTOR'S STAFF IDENTIFICATION	18
10.0 NOTICES	18
11.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	19
PART II: STANDARD TERMS AND CONDITIONS	20
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR	20
2.0 ADMINISTRATION OF CONTRACT – COUNTY	20
3.0 AMERICANS WITH DISABILITIES ACT (ADA)	21
4.0 ASSIGNMENT AND DELEGATION	21
5.0 AUTHORIZATION WARRANTY	22
6.0 BUDGET REDUCTION	22
7.0 CHANGES AND AMENDMENTS	22
8.0 CHILD SUPPORT COMPLIANCE PROGRAM	23
9.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	24
10.0 COMPLAINTS	24
11.0 COMPLIANCE WITH APPLICABLE LAWS	25
12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	26
13.0 COMPLIANCE WITH JURY SERVICE PROGRAM	26
14.0 CONDUCT OF PROGRAM	27
15.0 CONFLICT OF INTEREST	28
16.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	28
17.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	28
18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING	29
19.0 CONTRACTOR ALERT REPORTING DATABASE) CARD)	29
20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	29
21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	31
22.0 CONTRACTOR'S WORK	32
23.0 COUNTY'S QUALITY ASSURANCE PLAN	32

24.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	32
25.0	EMPLOYEE BENEFITS AND TAXES	33
26.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	33
27.0	EVENTS OF DEFAULT	33
28.0	FAIR LABOR STANDARDS	34
29.0	FIXED ASSETS	35
30.0	FORMER FOSTER YOUTH CONSIDERATION	35
31.0	GOVERNING LAW, JURISDICTION, AND VENUE	35
32.0	INDEPENDENT CONTRACTOR STATUS.....	36
33.0	LIQUIDATED DAMAGES	36
34.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	38
35.0	MOST FAVORED PUBLIC ENTITY	38
36.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	38
37.0	NON EXCLUSIVITY.....	39
38.0	NOTICE OF DELAYS	39
39.0	NOTICE OF DISPUTE.....	39
40.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	39
41.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	40
42.0	PROPRIETARY RIGHTS.....	40
43.0	PUBLIC RECORDS ACT.....	41
44.0	PUBLICITY	42
45.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	42
46.0	RECYCLED-CONTENT PAPER.....	43
47.0	SAFELY SURRENDERED BABY LAW	44
48.0	SHRED DOCUMENT.....	44
49.0	SUBCONTRACTING	44
50.0	TERMINATION FOR CONTRACTOR'S DEFAULT	46
51.0	TERMINATION FOR CONVENIENCE	48
52.0	TERMINATION FOR IMPROPER CONSIDERATION.....	48
53.0	TERMINATION FOR INSOLVENCY.....	49
54.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	49
55.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	50
56.0	USE OF FUNDS	50
57.0	VALIDITY	50
58.0	WAIVER	51
59.0	WARRANTY AGAINST CONTINGENT FEES.....	51
60.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION.....	51
	EXHIBIT A: STATEMENT OF WORK	53
	Exhibit A-1: Performance Requirements Summary	54
	Exhibit A-2: User Complaint Report.....	55
	Exhibit A-3: Sample DCFS Forms	56
	Exhibit A-4: Listing of Priority Zip Codes	57
	Exhibit A-5: Sample of Vendor Invoice	59
	Exhibit B-1: Bid Price.....	60
	Exhibit B-2: Line Item Budget	60

Exhibit C	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit D	Small Business Enterprise (SBE) / Community Business Enterprise (CBE) Form
Exhibit E	CONTRACTOR Acknowledgement and Confidentiality Agreement
Exhibit F-1	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit F-2	OMB A-122: http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a122/a122_2004.pdf
Exhibit F-3	45 CFR 74.27: http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf
Exhibit G	Internal Revenue Notice 1015
Exhibit H	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit I	Safely Surrendered Baby Law Fact Sheet
Exhibit J	CONTRACTOR's Administration
Exhibit K	COUNTY's Administration
Exhibit L	Charitable Contributions Certification
Exhibit M	Mandatory Guidelines for Federal Workplace Drug Testing Programs

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, B-1 and B-2, C, D, E, F-1, F-2, F-3, G, H, I, J, K, L, and M) are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Contract, (2) Exhibit A, Statement of Work, and (3) Exhibits.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
 - B. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
 - E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

- F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" – means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- K. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- N. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- O. "State" - means the government of California.

2.0 TERM

- 2.1 The term of this Contract shall commence on July 1, 2014 and shall expire on June 30, 2015, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR.

- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager at the address herein provided in Exhibit K, COUNTY's Administration.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is _____ (\$XXXXXX).
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B-1, Bid Price for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 6.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 3.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit K, COUNTY's Administration as stated in Part I, Unique Terms and Conditions, Section 10, Notices.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents and volunteers ("County 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.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 5.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any

other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

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

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

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

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

Certificates and copies of required endorsement shall be sent to:

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

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

- 5.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 5.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 5.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the County may purchase the Required Insurance, and

without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

- 5.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 5.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 5.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 5.1.8 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.9 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 5.1.10 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 5.1.11 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance

Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

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

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

5.2 Insurance Coverage Requirements:

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

6.0 INVOICES AND PAYMENTS

- 6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 6.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this

Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

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

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: _____, Program Manager

- 6.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore,

CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 6.8.1 Interest charges pertaining to notification of incorrect specified payments, which are defined as Overpayments will be governed by MPP 45-305.3.33 and 45-306, inclusive. Interest on defined Overpayments shall be collected and interest assessed as set forth in MPP 45-305.3.34 and MPP 11-402.66 inclusive, and any other related State regulations pertaining to the application of interest for Overpayments.
- 6.8.2 If COUNTY identifies an Overpayment, governed by MPP 45-304 through 45-306 and 11-404, inclusive, COUNTY will comply with MPP 45-304.1.122 and 126. COUNTY will provide CONTRACTOR with State Form Notice of Action 1261 as required by MPP 45-305.1 and a voluntary repayment agreement for the overpaid amount identified by CONTRACTOR. The repayment agreement will be in compliance with MPP 45-305.2.231 (a)-(d).
- 6.8.3 In the event COUNTY discovers a payment made to CONTRACTOR which can be defined as an Overpayment, for incorrect or inaccurate invoices for which CONTRACTOR was paid or amounts expended not in conformity with MPP 11-404, inclusive, as defined and governed by MPP 45-304.1.11, 45-304 through 45-306 and 11-404, inclusive, during the term or discovered within five (5) years after expiration of the contract or contract extension, COUNTY, after review of MPP 45-304.1.126 and 45-304.4, will issue CONTRACTOR a written State Form Notice of Action 1261 on collectible amount.
- 6.8.4 Thereafter, CONTRACTOR and COUNTY shall attempt to resolve the Overpayment prior to any informal or formal action taken by CONTRACTOR. If resolved voluntarily in favor of COUNTY, CONTRACTOR'S voluntary agreement to repay shall be in compliance with MPP 45-305.2.21 through 45-305.23.231(a)-(b).
- 6.8.5 If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing.
- 6.8.6 If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1

through .2, inclusive. CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.

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

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

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

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

6.9.2 In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR shall notify COUNTY by written notice and upon written confirmation by COUNTY of the excess payment amount, CONTRACTOR shall return all excess payments within thirty (30) Days to:

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

And a duplicate copy of the notices/payment to:

County of Los Angeles,
Department of Children and Family Services
Attention: _____, Program Manager

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

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

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

- 6.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.11 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.
- 6.11.1 COUNTY has the right to delay payment or not make payment, per MPP 45-303.2 -.5, inclusive, and condition CONTRACTOR'S payments on timely submittal of invoices and the provision of requested information, by a date certain. Delay in providing this information as set forth, may result in delay of payment, not to exceed fifteen (15) Days from the date after the information is submitted to COUNTY, including relevant verifications, upon COUNTY request. The failure to provide required confirmation may result in COUNTY not making payment.
- 6.11.2 CONTRACTOR shall return the excess payment to COUNTY, or enter into a payment agreement with COUNTY, to repay the excess amount received, within another mutually agreed upon time frame. CONTRACTOR may register a notice of dispute with accompanying documents to:
- DCFS Finance Services Division,
Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020
- 6.11.3 If CONTRACTOR registers a notice of dispute pursuant to this Subsection, collection efforts will be suspended at that time until a final resolution to the appeal has been made. The Division Chief will evaluate the adequacy of the CONTRACTOR's written response within 25 calendar days of DCFS' receipt of CONTRACTOR's written response, and will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS CAP. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to it within fifteen (15) business days to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR's response to the CAP and issue a final Required CAP within five (5) calendar days.

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

7.0 Background and Security Investigations

- 7.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in

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

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

8.0 Confidentiality

- 8.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 8.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit E, "Contractor Acknowledgement and Confidentiality Agreement."
- 8.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 8.6 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or

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

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

9.0 CONTRACTOR'S STAFF IDENTIFICATION

- 9.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.
- 9.2 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.
- 9.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

10.0 NOTICES

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

11.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 11.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 11.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 11.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 11.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
- 11.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- 11.4.2 In addition to the amount described in Sub-Section 11.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- 11.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 11.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

SAMPLE CONTRACT

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

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

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY's Program Manager

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

2.1.1.1 Ensuring that the objectives of this Contract are met;

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

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

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

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

2.2 COUNTY's Contract Program Monitor

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

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

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

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

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

such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

- 7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 For any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and COUNTY's Board of Supervisors or the Director, or his designee, in the event the Director has the delegated authority from the Board of Supervisors (BOS).
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the

CONTRACTOR and by the Board of Supervisors or Director of DCFS if the Board of Supervisors has delegated the authority to do so.

- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the COUNTY's Board of Supervisors only under the following conditions as applicable:
 - 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
 - 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 7.5 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract.

8.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

8.2 Termination for Breach of Warranty to Maintain Child Support Compliance

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

9.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

10.0 COMPLAINTS

- 10.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 10.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
 - 10.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
 - 10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.
 - 10.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five business days of receiving the complaint.
- 10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

11.0 COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

13.1 Written Employee Jury Service Policy

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

13.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars

(\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

13.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 CONDUCT OF PROGRAM

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

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

15.0 CONFLICT OF INTEREST

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

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

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

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

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

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

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

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

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

- 20.3 The COUNTY may debar a Contractor if the COUNTY's Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

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

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

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

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

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

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

22.0 CONTRACTOR'S WORK

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

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

24.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 24.1 CONTRACTOR'S 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 agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 24.2 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 the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies

available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

25.0 EMPLOYEE BENEFITS AND TAXES

- 25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

27.0 EVENTS OF DEFAULT

27.1 Default for Non-Performance

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

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

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

27.2 Default for Insolvency

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

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

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

27.3 Other Events of Default

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

28.0 FAIR LABOR STANDARDS

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

29.0 FIXED ASSETS

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

30.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

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

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

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to "CONTRACTOR's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

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

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

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

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

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

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at

http://laCounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

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

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

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

38.0 NOTICE OF DELAYS

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

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit

under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit G.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

42.0 PROPRIETARY RIGHTS

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

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

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

42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any

Public Records Act request for items described in Sub-Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 42.4 for:
 - 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 42.3;
 - 42.5.2 Any materials, data and information covered under Sub-section 42.2; and
 - 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sub-sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

- 43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be

liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

44.0 PUBLICITY

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

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

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

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

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 45.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-

in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 45.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 45.3 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 45.1 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 45.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

46.0 RECYCLED-CONTENT PAPER

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

47.0 SAFELY SURRENDERED BABY LAW

47.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

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

47.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

48.0 SHRED DOCUMENT

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

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

49.0 SUBCONTRACTING

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

- 49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
- 49.2.1 A description of the work to be performed by the Subcontractor
 - 49.2.2 A draft copy of the proposed subcontract; and
 - 49.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 49.4 CONTRACTOR shall remain fully responsible for all performances required prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 49.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 49.7.1 An executed Exhibit B, Attachment C-1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
 - 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification

Number shall not be identical to the CONTRACTOR's Tax Identification Number.

- 49.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
 - 50.1.1 CONTRACTOR has materially breached this Contract;
 - 50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the

performance of this Contract to the extent not terminated under the provisions of this Section.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

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

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

51.0 TERMINATION FOR CONVENIENCE

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

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

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

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

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

52.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

53.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 USE OF FUNDS

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

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

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

56.3.1 In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by the DCFS, upon demand by COUNTY.

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

57.0 VALIDITY

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

58.0 WAIVER

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

59.0 WARRANTY AGAINST CONTINGENT FEES

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

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

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Los Angeles County

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

By _____

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

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

BY _____
David Beaudet, Senior Deputy County Counsel

**County of Los Angeles
Department of Children and Family Services**

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

EXHIBIT A: STATEMENT OF WORK

Refer to Part H of IFB for details

PERFORMANCE REQUIREMENTS SUMMARY

Refer to Part H of IFB for details

USER COMPLAINT REPORT

Refer to Part H Exhibit A-2

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

Refer to Part H Exhibit A-3

Listing of Priority ZIP Code Areas for Collection Sites

Refer to Part H Exhibit A-4

Exhibit A-5: Sample of Vendor Invoice

Name of Lab
Address of Lab
Telephone Number

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

Invoice Date:

Invoice #

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

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

BID PRICE

LINE ITEM BUDGET

County of Los Angeles

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

PART H

STATEMENT OF WORK

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

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
1.0 PREAMBLE	4
2.0 INTRODUCTION.....	4
3.0 DEFINITIONS.....	4
4.0 COUNTY’S PROGRAM MANAGEMENT REQUIREMENTS	7
5.0 CONTRACTOR’S REQUIREMENTS.....	7
6.0 HOURS OF OPERATION	8
7.0 REFERRAL PROCESS	9
8.0 COLLECTION SITES/COLLECTION PROCESS.....	12
9.0 SPECIMEN SCREENING, ANALYSIS, AND CERTIFICATION	14
10.0 ALCOHOL ANALYSIS AND CERTIFICATION	14
11.0 CHAIN OF CUSTODY	15
12.0 WARM LINE.....	15
13.0 TOLL FREE NUMBER FOR DCFS CLIENTS	16
14.0 RECORD KEEPING.....	16
15.0 TEST RESULTS, REPORTS, AND INVOICE.....	16
16.0 QUALITY CONTROL PLAN	19

17.0 PROCESS COORDINATION	19
EXHIBIT A-1: PERFORMANCE REQUIREMENTS SUMMARY	20
EXHIBIT A-2: USER COMPLAINT REPORT (UCR).....	23
EXHIBIT A-3: SAMPLE DCFS FORMS.....	24
EXHIBIT A-4: LISTING OF PRIORITY ZIP CODE AREAS FOR COLLECTION SITES/	33
PROPOSER FORM FOR LISTING OF COLLECTION SITES	34
EXHIBIT A-5: SAMPLE OF VENDOR INVOICE	35

STATEMENT OF WORK

1.0 PREAMBLE

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

2.0 INTRODUCTION

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

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

3.0 DEFINITIONS

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

- 3.1 Alcohol Testing - A method of measuring the presence of alcohol in a person's body through analysis of urine specimen.
- 3.2 Centers for Medicare and Medicaid Services (CMS) – regulates all laboratory testing (except research) performed on humans in the U.S. through the Clinical Laboratory Improvement Amendments of 1988 (CLIA).
- 3.3 Certified Drug-testing Laboratory – a laboratory certified by Substance Abuse and Mental Health Services Administration (SAMHSA); or College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) where urine analyses shall be conducted.
- 3.4 Chain of Custody – Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. CONTRACTOR shall obtain appropriate Chain of Custody form(s) from the COUNTY Program Manager.
- 3.5 Children's Social Worker (CSW) – Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.

- 3.6 Client '800' Hotline Number – A toll free number maintained by the COUNTY where the CONTRACTOR records a message in English and Spanish, Sundays through Thursdays between 6:00 p.m. and 6:30 p.m., indicating the first letter of the last name of those clients who must report for random testing along with the day and date on which the specimens will be collected.
- 3.7 CLIA **exempt laboratory** – A laboratory that has been licensed or approved by a State where CMS has determined that the State has enacted laws relating to laboratory requirements that are equal to or more stringent than CLIA requirements and the State licensure program has been approved by CMS in accordance with subpart E in the CLIA.
- 3.8 Collection Sites – A facility provided by CONTRACTOR, and approved by the County Program Manager, where COUNTY clients present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs. The sites have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, including chain of custody procedures, security, temporary storage, and shipping or transportation of urine specimen to a certified drug-testing laboratory.
- 3.9 COUNTY – The Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 3.10 COUNTY Program Manager (CPM) – COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 3.11 COUNTY Random Drug and Alcohol Testing Program – Testing schedule whereby clients are selected to test on a randomly selected day once during each period of ten business days and no more than two times per month. The clients are informed of the days on which they have been selected to test by means of a call-in message system maintained recorded by the CONTRACTOR.
- 3.12 Dependency Court – A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.13 D/L Isomer Test – A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding.
- 3.14 Drug Panel – An assay designed for qualitative determination of drug substances in human urine specimens.
- 3.15 Drug Testing – A method of measuring the presence of drug in a person's body through analysis of urine specimen.
- 3.16 EMIT – Enzyme Multiplied Immuno-Assay Technique – a screening or initial test that uses antibodies to detect the presence of a drug or metabolite in urine. It is used to eliminate "negative" urine specimens from further consideration and to

identify the presumptively positive specimens that require confirmation or further testing.

- 3.17 Five Panel Drug Test – Drug panel that includes Amphetamines (Amphetamine, Methamphetamine, and MDMA/ Methylendioxyamphetamine), Cocaine Metabolites, Cannabinoids, Phencyclidine, and Opiates (Codeine, Morphine, and Hydrocodone).
- 3.18 GCMS – Gas Chromatography/Mass Spectrometry – a confirmatory test to identify the presence of specific drug or metabolite. It is a combination of two different analytical techniques. Gas chromatography physically separates the various substances that have been extracted from a specimen. Mass spectrometry is the technique used to provide a positive identification of substances that were separated by the gas chromatograph.
- 3.19 On-Demand Testing – A test requested usually for the same day the Referral is submitted or for a specific date chosen by the CSW, or requested by the dependency court.
- 3.20 Quality Assurance Plan – The plan developed by CONTRACTOR which defines all necessary measures to be taken by the Contractor to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the agreement’s Statement of Work.
- 3.21 Random Testing – A test on a ten-day workday schedule, where the client is tested twice a month.
- 3.22 Referral – An authorization for drug and alcohol testing issued either by the Dependency Court or the CSW to the COUNTY client to provide urine specimen at a specific time and location.
- 3.23 Service Component – Emergency Response (ER), Family Maintenance (FM), Family Reunification (FR), Permanent Plan (PP), Voluntary Family Maintenance (VFM), Voluntary Family Reunification (VFR), and OTHER.
- 3.24 Special Drug Test Panel – Drug panel that can be performed which includes Barbiturates, Benzodiazepines, Propoxyphene, Meperidine, Methadone, Petazocine, Doriden and Oxycontin, and at the cutoff levels (e.g., ng/m, mg/dl and/or ug/ml).
- 3.25 Specialized Schedule – Testing is set on a regular frequency or interval (i.e., weekly, twice a week, once a month, etc.) for a specific period of time as determined by the Dependency Court.
- 3.26 Supervising Children’s Social Worker (SCSW) – Supervisors with the Department of Children and Family Services (DCFS) who supervise, or meet the eligibility to supervise CSWs.

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

4.0 COUNTY'S PROGRAM MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

5.0 CONTRACTOR'S REQUIREMENTS

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

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

CPD: _____

Alternate:

- 5.1.2. The CPD and designated alternate must be able to read, write, speak and understand English.
- 5.1.3. CONTRACTOR shall immediately notify the CPM of any change in the CPD.
- 5.1.4. The CPD or designated alternate shall be available to COUNTY's authorized personnel during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except COUNTY holidays.
- 5.1.5. CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CPD or other manager in the employ of the CONTRACTOR shall supervise all of the CONTRACTOR's personnel.
- 5.1.6. CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the County Program Manager or designated alternate.
- 5.1.7. CONTRACTOR shall not permit any employee to perform services under this contract if the employee is physically or mentally incapacitated or is under the influence of any substance, such as alcohol, medication, and narcotic, to the extent that the employee's performance would be impaired.
- 5.1.8. The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove from any work under this Contract, any of its personnel who the COUNTY Program Manager determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

6.0 HOURS OF OPERATION

6.1 CONTRACTOR shall operate the Collection Sites during designated hours in each of the Service Planning Areas below:

SPA 1	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00 pm
SPA 2	Monday-Saturdays 7:00 am to 7:00 pm
SPA 3	Monday-Friday 7:00 am to 7:00 pm Saturday 9:00 am to 1:00 pm

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

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

7.0 REFERRAL PROCESS

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

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

7.1.2 Referrals will be submitted electronically through the DCFS Drug and Alcohol Testing Referral system or by fax as a back up method. (Refer to Exhibit A-3, Sample DCFS Forms for Urine Sample Collection for Drug and Alcohol Testing Services).

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

7.2 Random Drug and Alcohol Testing

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

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

7.3 On-Demand Testing

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

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

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

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

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

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

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

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

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

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

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

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

7.5 Tracking and Scheduling

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

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

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

7.6 Secured Web-Based Referral System Requirements

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

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

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

7.7 DCFS System Requirements

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

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

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

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

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

7.7.2.3 CONTRACTOR shall verify the number of transaction records in the DCFS electronic referral transaction file using the Trailer

Record count.

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

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

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

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

8.0 COLLECTION SITES/COLLECTION PROCESS

8.1 CONTRACTOR shall refer to Exhibit A-4, (Listing of Priority ZIP Code Areas for Collection Sites) which identifies geographical areas where COUNTY Collection Sites are needed. CONTRACTOR shall establish and maintain a minimum of 21 Collection Sites dispersed throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles.

8.1.1 CONTRACTOR shall provide a minimum number of 21 Collection Sites for each SPA or group of ZIP codes as indicated in Exhibit A-4, (Listing of Priority ZIP Code Areas for Collection Sites).

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

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

- 8.2 CONTRACTOR shall ensure that all Collection Sites perform urine specimen collection witnessed by a person of the same sex as the client giving the specimen, and that the site begins and maintains a verifiable and reliable chain of custody.
- 8.3 Each morning, CONTRACTOR shall send the Collection Sites a list of all participants in the DCFS Random Drug and Alcohol Testing schedule and a list of all participants who have been called to test at that particular Collection Site on the date of transmission through a secured and accurate delivery method to each Collection Site.
- 8.4 Thereafter, throughout the day, and within 20 minutes of receipt of referrals, CONTRACTOR shall send each Collection Site authorization to collect a sample from On-Demand clients.
- 8.5 CONTRACTOR shall ensure that COUNTY clients who provide urine specimens at the Collection Sites do so only with prior written authorization for On-Demand or specialized schedule testing by the DCFS or in accordance with the COUNTY Random Drug and Alcohol Testing schedule. Refer to Section 13.0, Toll Free Number for DCFS Clients.
- 8.6 CONTRACTOR shall request DCFS clients to produce a valid photo identification document (e.g., Driver's license, passport, employer identification card, etc) and verify that the client is the person whom he or she claims to be.
 - 8.6.1 DCFS clients who do not possess a valid photo identification document will be provided with a document with his/her photograph on a DCFS letterhead by COUNTY (Note: The client's photo must be of a quality that clearly identifies the client), with the following information: Name of Client, Date of Birth, and Case Number, CSW and SCSW names and phone numbers and at least one of their signatures, and the following language: "This serves as a means to allow the client named herein to participate in the DCFS Drug and Alcohol Testing Program Only."
- 8.7 CONTRACTOR shall give each client, who has given a urine specimen a copy of the "Chain of Custody Form," indicating the date and time of sample collection.
- 8.8 CONTRACTOR shall provide written documentation to a client who appears for testing during testing hours of operation and is unable to test. Documentation shall include reasons for the client's inability to test.
- 8.9 CONTRACTOR shall request COUNTY clients to list on the Chain of Custody Form any medications or other substances he or she has taken which might affect the drug and alcohol testing.
- 8.10 DCFS may withhold payment to CONTRACTOR for any costs incurred for urine specimen collection not performed in accordance with the DCFS Random Drug and Alcohol Testing Program or without prior written or verbal authorization by COUNTY for On-Demand or Specialized testing.

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

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

9.0 SPECIMEN SCREENING, ANALYSIS, AND CERTIFICATION

9.1 CONTRACTOR shall perform an initial screening and test all urine specimens submitted for alcohol and/or drug testing to detect positive or negative screening results for the Five Panel Drug Test. In addition, tests from the Special Drug Test Panel can be performed, if requested by the CSW and prior approval was received from the CPM. CONTRACTOR shall conduct such screening utilizing Enzyme Multiplied Immuno-Assay Technique (EMIT) testing.

9.2 CONTRACTOR shall submit urine drug and alcohol test prices during the initial bidding times.

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

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

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

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

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

10.0 ALCOHOL ANALYSIS AND CERTIFICATION

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

- 10.2 COUNTY shall identify, in the Referral document, clients who are known to be diabetic and who are referred for alcohol testing. At no cost to COUNTY, CONTRACTOR shall add a preservative to urine specimens obtained from identified diabetics and intended for urine alcohol testing or the specimen may be frozen to inhibit fermentation.
- 10.3 If CONTRACTOR identifies as glucose positive a urine specimen of a client who has not been identified as diabetic by COUNTY, the CONTRACTOR shall notify the COUNTY, within one business day from the end of the day in which the glucose positive was identified. Written notification shall be provided by fax or delivered by courier or United States Postal Service at CONTRACTOR's expense.
- 10.4 All alcohol analyses shall be conducted by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA); and accredited by the College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT); or some other certification of equal or greater technical rigor. CONTRACTOR shall provide proof of the certification.

11.0 CHAIN OF CUSTODY

- 11.1 CONTRACTOR shall maintain a continuous chain of custody for all urine specimens collected for drug and/or alcohol testing utilizing the Chain of Custody Form and according to standard industry practice. CONTRACTOR shall account for the integrity of each specimen by tracking its handling from the point of collection to its final disposition.
- 11.2 All urine specimens, which are collected and test negative shall be maintained in storage, at CONTRACTOR's expense, for a period of not less than 14 days from the date the specimen was collected.
- 11.3 All urine specimens, which are collected and test positive shall be maintained in storage, at CONTRACTOR's expense, for a period of not less than one year from the date the specimen was collected.

12.0 WARM LINE

- 12.1 CONTRACTOR shall establish and maintain a "warm line" defined as a designated toll free telephone line for DCFS CSWs, the Dependency Court, and other designated COUNTY personnel to provide information and consultation on test results and the COUNTY's procedures/process related to Drug and Alcohol Testing. CONTRACTOR shall respond to inquiries through the phone line Monday through Friday, during the hours of 8:00 a.m. to 5:00 p.m.
- 12.2 The consultation shall be provided by a person meeting the criteria as set forth in Exhibit B, Attachment L, Sample Contract, Department of Health and Human Services, Mandatory Guidelines for Federal Workplace Drug Testing Programs, Subpart B-Scientific and Technical Requirements. In providing consultation, CONTRACTOR shall adhere at all times to DCFS guidelines and all applicable laws regarding confidentiality of clients.

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

13.0 TOLL FREE NUMBER FOR DCFS CLIENTS

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

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

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

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

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

14.0 RECORD KEEPING

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

15.0 TEST RESULTS, REPORTS AND INVOICE

15.1 Test Results

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

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

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

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

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

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

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

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

15.2 Monthly Reports / Invoice

15.2.1 On a monthly basis, CONTRACTOR shall submit a hard-copy of the invoice as referenced by Exhibit A-5, (Sample of Vendor Invoice) which identifies the categories that need to be included in the report to the Program Manager

and DCFS Finance Department. In addition, the invoice shall be sent to the Program Manager via e-mail in Excel format, along with a Service Report containing the following information:

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

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

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

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

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

15.3 Ad-Hoc Reports

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

16.0 QUALITY CONTROL PLAN

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

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

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

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

17.0 PROCESS COORDINATION

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

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

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

Exhibit A-1: Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
Legitimate Referrals are reviewed and scheduled on the same day that they are received from DCFS Children's Social Workers (CSWs). (Section 7.0)	100% compliance	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCF users.	<p>If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to COUNTY approval.</p> <p>The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$100 when the following occurs:</p> <ol style="list-style-type: none"> 1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the SOW, and/or any other provisions of the Contract; or 2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.
Collection sites are properly maintained and operated, Monday through Friday, at a minimum of 8 hours per day, to collect urine specimens as scheduled from County clients. (Section 6.0)	100% compliance	CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.	
A toll free number for clients to call is properly maintained and operated, 24 hours a day, 7 days a week, with recorded messages both in English and Spanish, to provide random drug test schedules to clients. (Section 13.0)	100% compliance		
All urine specimens are screened, analyzed and certified within 72 hours of urine sample collection utilizing appropriate test methods and procedures in accordance with standard industry practice. (Sections 9.0 to 10.0)	100% compliance		

STATEMENT OF WORK (SOW)

REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
<p>Integrity of all urine specimens is maintained and preserved from the point of collection to its final disposition using appropriate drug testing specimen chain of custody forms in accordance with standard industry practice. (Section 11.0)</p>	<p>100% compliance</p>	<p>COUNTY monitors CONTRACTOR compliance with the Contract.</p> <p>CPM receives notices from other DCF users.</p> <p>CPM receives results of any audit regarding CONTRACTOR compliance.</p>	<p>If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to COUNTY approval.</p>
<p>The "Warm Line" telephone number is properly maintained and operated, Monday through Friday, from 8:00 am to 5:00 pm, to provide prompt and courteous response to inquiries from DCFS CSWs, the Dependency Courts and other designated County personnel regarding drug test results and drug test procedures/process (Section 12.0)</p>	<p>100% compliance</p>	<p>CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.</p>	<p>The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$100 when the following occurs:</p> <ol style="list-style-type: none"> 1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the SOW, and/or any other provisions of the Contract; or 2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.
<p>Secured web based access to test results is to be available to DCFS designated staff, and all other records and reports required in the Statement of Work (SOW) are to be submitted to the County Program Manager in a timely manner with all the required information and on the frequency stated in the SOW. (Sections 15.0)</p>	<p>100% compliance</p>		

STATEMENT OF WORK (SOW)

REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
<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 16.0)</p>	<p>100% compliance</p>	<p>COUNTY monitors CONTRACTOR compliance with the Contract.</p> <p>CPM receives notices from other DCF users.</p> <p>CPM receives results of any audit regarding CONTRACTOR compliance.</p>	<p>If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the Statement of Work, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem, subject to COUNTY approval.</p>
<p>Contractor shall give assistance and coordination to the County and succeeding vendor in the development and improvement of the DCFS Drug and Alcohol Testing Program (Section 17.0)</p>	<p>100% compliance</p>	<p>CPM notifies and submits to CONTRACTOR a User Compliant Report (UCR) for each separate incident of non-compliance.</p>	<p>The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$100 when the following occurs:</p> <ol style="list-style-type: none"> 1) For each UCR over two (2) submitted in a twelve month period that indicates that CONTRACTOR is not in compliance with paragraphs 6.0 through 17.0 of the SOW, and/or any other provisions of the Contract; or 2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.

Exhibit A-2: USER COMPLAINT REPORT (UCR)

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

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

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

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

- Contractor's Project Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor unable to receive Referral Requests as required.
- Collection sites not properly staffed and maintained as specified in the Contract.
- Contractor not properly maintaining warm line and 800 number as specified in the Contract.
- Contractor not complying with the Referral/database requirements as specified in the Contract.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe): _____

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

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

Exhibit A-3: Sample DCFS Forms

SAMPLE DCFS FORMS FOR URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES

The following forms are attached:

- DCFS Alcohol - Drug Random Test Referral (English/Spanish Versions)
- DCFS Alcohol – Drug On Demand Testing Referral (English/Spanish Versions)
- DCFS Alcohol – Drug Testing Services Dependency Investigator Information
- DCFS Alcohol – Drug Testing Service Change of Social Worker
- DCFS Alcohol – Drug Testing Services Notice of Termination of Client from Alcohol Drug Testing Services
- DCFS Alcohol – Drug Testing Services Removal of Dependency Investigator

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	Donor's Social Security # (If available)	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"/> 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"/>				
IS THE DONOR A DIABETIC? (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	First 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: _____	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 to _____ for alcohol and/or drug testing. Please fax completed form to _____ at (XXX) XXX-XXXX.

*** **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 (800) 829-0100 daily (Sunday through Thursday) after 6:30 P.M. 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. **A missed test is considered to be a positive test.** 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 must present this Referral when you report for testing. You also must present a valid picture ID each time you report for testing. Lack of picture ID will not allow you to test. If you wish to test at a different Collection Site, please contact your CSW. If you have any questions regarding your drug testing, please contact your CSW or attorney.

Exhibit A-3

FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS
ATTENTION _____: Please enroll client in the RANDOM SCHEDULE

ALCOHOL SOLAMENTE* **DROGAS Y ALCOHOL*** **NUEVO** **CAMBIO**
 (*Must be consistent with current court orders)

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	Número de Seguro Social (si está disponible)	Clave del Examen (Inicial del apellido)
Número del Caso del DCFS (7 dígitos) o Numero del Hotline Referral (19 digits)***	Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other		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 esta tomando medicinas? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de las medicinas:				
EL CLIENTE ES DIABETICO(A)? (El 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 (Note: This field is mandatory for all referrals. The termination date may not exceed six months from the date of referral):	Supervisor's signature (if applicable):
El tiempo del examen es: DE: _____ A: _____	
ORDENADO POR LA CORTE: SI <input type="checkbox"/> Please make sure there is a Court Order on file. NO <input type="checkbox"/>	

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente y, mándela por fax a _____ al (XXX) XXX-XXXX. Esta forma se utiliza para referir al cliente a _____.

***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 (800) 829-0100 diariamente (de domingo a jueves) después de 6:30 PM para saber si su Clave del Examen ha sido llamado. Debe hacer el examen el mismo día que su Clave del Examen está programado. Un examen tomada en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. Si falta a algún examen, se considera una prueba positiva. Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba.

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

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	Donor's Social Security # (If available)
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 (i.e. MAKE-UP TEST, MINOR PARENT, ETC.)

Special Instructions/Specialized Schedule as indicated in the court order:	If Make-Up Test, list date client was originally scheduled to test:
Court-Ordered: YES <input type="checkbox"/> It is mandatory 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 (Mandatory):

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 to _____ for on demand alcohol or drug testing. If you are in the field, give the original to the client to take to the Collection Site. Instruct the client to hand this form to the Collection Site staff. Fax a completed form to _____ at (XXX) XXX-XXXX, as soon as you return to the office.

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

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

DCFS ALCOHOL – DRUG ON DEMAND TESTING REFERRAL

THIS REFERRAL FORM DOES NOT ENROLL CLIENT IN THE RANDOM PROGRAM

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
Numero del Caso de DCFS (7 digits) o Hotline referral # (19 digits)***	Nombre del Caso	
Nombre del Menor Mayor en el Caso:	Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other	
EL CLIENTE ES DIABETICO(A)? (El Diabetes puede alterar los resultados de el examen de alcohol) Sí <input type="checkbox"/> NO <input type="checkbox"/>		
El cliente esta tomando medicinas? Sí <input type="checkbox"/> No <input type="checkbox"/>	Indique el nombre de las medicinas:	

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

4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS (i.e. MAKE-UP TEST, MINOR PARENT, ETC.)

Instrucciones Especiales como estén indicados en la orden de la corte:	Si este examen es para remplazar un examen previo, escribe la fecha original de el examen:
Ordenado por la Corte: Sí <input type="checkbox"/> It is mandatory 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)	
Firma de SCSW (Mandatario):	

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 a _____ para un examen de demanda de alcohol o de drogas. Si usted está fuera de la oficina, le dará la forma original al cliente para que lo lleve al sitio de colección. Instruya al cliente que entregue esta forma al personal del sitio de colección. Mande por fax una forma completa a _____ a (XXX) XXX-XXXX cuando regrese a la oficina.
***** El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorara el proceso de los resultados. El numero de referencia del Hotline se usa solamente si el numero del Estado no esta disponible.**

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

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

**DCFS ALCOHOL – DRUG TESTING SERVICES
DEPENDENCY INVESTIGATOR INFORMATION**

ATTENTION _____: The client mentioned below has a CSW of record; nevertheless, as the Dependency Investigator assigned to this case, I am entitled to receive the test results. Please send the test results to both the CSW of record and to me.

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

Client/Donor Last Name	First Name	Donor's Birthdate	Donor's Social Security No. (If available)
DCFS Case Number (7 digits)***	Case Name		Is Testing Court Ordered? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Oldest Minor		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. DEPENDENCY INVESTIGATOR INFORMATION

Last Name	First Name	DI-CSW File No	Phone Number
DI e-mail: _____@dcfs.lacounty.gov		SCSW e-mail: _____@dcfs.lacounty.gov	
SCSW Last Name	First Name	Phone Number	Fax Number
DCFS Office Name			
Street		City	Zip Code

INSTRUCTIONS TO CSW: Please fax completed form to _____ at (XXX) XXX-XXXX.

*** **Court Number will not be accepted.** Writing in the Court number will only delay the testing results.

DATE:

**DCFS ALCOHOL – DRUG TESTING SERVICE
CHANGE OF SOCIAL WORKER**

1. CLIENT INFORMATION

Note: Information requested in sections 1 and 2 is ABSOLUTELY MANDATORY

Client/Donor's Last Name	First Name	Donor's Birthdate	Donor's Social Security# (If available)
DCFS Case # (7 digits)***	Case Name		Is Testing Court Ordered? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Oldest Minor		Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other	

2. NEW CSW, SCSW INFORMATION

Last Name	First Name	CSW File #	Phone Number
CSWs e-mail: @dcfs.lacounty.gov		SCSWs e-mail: @dcfs.lacounty.gov	
SCSW Last Name	First Name	Phone Number	Fax Number
DCFS Office Name			
Street		City	Zip Code

INSTRUCTIONS TO CSW: Please fax completed form to _____ at (XXX) XXX-XXXX

*** **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.

DATE:

**DCFS ALCOHOL – DRUG TESTING SERVICES
NOTICE OF TERMINATION OF CLIENT FROM ALCOHOL DRUG TESTING SERVICES**

ATTENTION _____: Please terminate the client mentioned below from the DCFS Alcohol and Drug Testing Service.

1. CLIENT INFORMATION

Note: Information requested in sections 1 and 2 is ABSOLUTELY MANDATORY

Client/Donor's Last Name	First Name	Donor's Birthdate	Donor's Social Security #. (if available)
DCFS Case # (7 digits) Hotline referral # (19 digits)	Case Name		
Name of Minor(s)	Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other		

2. CSW

CSW File #	Last Name	First Name	Phone Number
------------	-----------	------------	--------------

INSTRUCTIONS TO CSW: Please fax completed form to _____ at (XXX) XXX-XXXX.

*** **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.

DATE:

**DCFS ALCOHOL – DRUG TESTING SERVICES
REMOVAL OF DEPENDENCY INVESTIGATOR**

ATTENTION _____: I am no longer the Dependency Investigator assigned to this case, and I no longer need to receive the test results for the client mentioned, but continue to send the test results to the CSW of record.

1. CLIENT INFORMATION

Note: Information requested in sections 1 and 2 is ABSOLUTELY MANDATORY

Client/Donor Last Name	First Name	Donor's Birthdate	Donor's Social Security No. (If available)
DCFS Case Number(s) or 19 digit Hotline referral number if State Number is not available***	Case Name <small>Initial of last name</small>		
Name of Minor/s in the Case	Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other		

2. DEPENDENCY INVESTIGATOR INFORMATION

CSW File No	.Last Name	First Name	Phone Number
-------------	------------	------------	--------------

INSTRUCTIONS TO CSW: Please fax completed form to _____ at (XXX)XXX-XXXX.

*** **Court Number will not be accepted.** Writing in the Court number will only delay the testing results.

DATE:

**Exhibit A-4: LISTING OF PRIORITY ZIP CODE AREAS FOR COLLECTION SITES/
PROPOSER FORM FOR LISTING OF COLLECTION SITES**

LISTING OF PRIORITY ZIP CODE AREAS FOR COLLECTION SITES

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

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

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

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

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

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

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

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

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

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

*-1 Indicates that a minimum of one Collection Site is required to open at a minimum of 2 Saturdays a month in this set of zip codes.

FORM FOR LISTING OF COLLECTION SITES

PRIMARY COLLECTION SITE # _____

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

Address: _____
Contact: _____
Phone #: _____

Days of Operation:
SUN _____ MON _____ TUE _____ WED _____ THU _____ FRI _____ SAT _____

Hours of Operation:
SUN _____ MON _____ TUE _____ WED _____ THU _____
FRI _____ SAT _____

PRIMARY COLLECTION SITE # _____

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

Address: _____
Contact: _____
Phone #: _____

Days of Operation:
SUN _____ MON _____ TUE _____ WED _____ THU _____ FRI _____ SAT _____

Hours of Operation:
SUN _____ MON _____ TUE _____ WED _____ THU _____
FRI _____ SAT _____

Exhibit A-5: Sample of Vendor Invoice

<p style="text-align: center;"> <u>Name of Lab</u> <u>Address of Lab</u> <u>Telephone Number</u> </p> <p> DCFS Finance Division ATTN: Contract Accounting 425 Shatto Place Room 204 Los Angeles, CA 90020 </p>	<p style="text-align: right;"> Account# 00000 Invoice Date: MM/DD/YYYY Invoice # 000000-00 </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	Specimen Tracking	Type and Reason for Test	Collection Date	Panel Code	Charge

PART I – EXHIBITS TO THE SAMPLE CONTRACT

(Part I will become EXHIBITS of the final Contract)

Note: Some of the documents listed in Part I are in other parts of the IFB, as indicated on the placeholders. This is because some forms require action/participation on the part of the Bidder for purposes of this IFB.

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

(See Part D of IFB, Form 13)

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

(See Part D of IFB, Form 15)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(See Part D of IFB, Form 18)

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

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

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

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

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

1.3 Prepaid Expenses

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

2.0 ACCOUNTING SYSTEM

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

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

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

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

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

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

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

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

2.7 Contractor Invoices

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

3.0 RECORDS

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

3.1 Retention

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

3.2 Supporting Documentation

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

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

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

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

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

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

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

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

3.4 Filing

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

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

3.5 Referencing

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

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

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

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

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

5.0 AUDITS

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

5.1 Single Audit Requirements

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

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

6.0 SUBCONTRACTS

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

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

B. INTERNAL CONTROLS

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

1.0 CASH RECEIPTS**1.1 Separate Fund or Cost Center**

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliation

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

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

2.0 DISBURSEMENTS**2.1 General**

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

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

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

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

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

3.0 TIMEKEEPING

3.1 Timecards

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

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

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

Limitations on Positions and Salaries

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

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

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

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

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

Separation of Duties

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

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

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

4.0 FIXED ASSETS

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

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

4.1 Acquisition

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

4.2 Identification and Inventory

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

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

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

4.3 Security

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

4.4 Property Management

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

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

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

5.0 BONDING

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

C. COST PRINCIPLES**1.0 POLICY**

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2. Expenses Incurred Outside the Agreement Period

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

1.3. Budget Limitation

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

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

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

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

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

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to

general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major

functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY

may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

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

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

2.0 ACTIVITY

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.



**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

(See Part D of IFB, Form 14)

“Contractor Employee Jury Service”
Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. At the age of the baby is three days (72 hours) of age or younger, but has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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

In Los Angeles County: 1-877-SAFE SAFE • 1-877-233-8933

www.safelysurrendered.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-6999.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-8487 SAFE • 1-877-332-8923

www.laibycarela.org

Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado custodia. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y en ningún momento el bebé sea negligente, pueden entregar el recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregado en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los embajadores utilizan bromelina para poder visualizarlo. El bebé llevará un bromelina y el padre/madre o el adulto que lo entregó recibirá un bromelina igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-740-4000.

¿Solo los padres pueden llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 24 horas del día, los 7 días de la semana, siempre y cuando entregue a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los embajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entrega al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Un(a) probablemente haya escuchado historias tristes sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber escuchado su embarazo, por temor a lo que pasaría si sus familiares se enteraban. Abandonaron a sus bebés porque se sintieron mal y no tenían nada a quien pedir ayuda. El abandono de un recién nacido es legal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro ayuda que todos a superar esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2009, se entregó un recién nacido saludable a las enfermeras del Maternidad UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un bromelina con un número que coincidía con la papeleta del bebé; este servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre le llamará y lo convertirá de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.



CONTRACTOR'S ADMINISTRATION

(See Part D of IFB, Form 5)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

(See Part D of IFB, Form 16)

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS**

Subpart B - Scientific and Technical Requirements

- 2.1 The Drugs.
 - 2.2 Specimen Collection Procedures.
 - 2.3 Laboratory Personnel.
 - 2.4 Laboratory Analysis Procedures.
 - 2.5 Quality Assurance and Quality Control.
 - 2.6 Reporting and Review of Results.
 - 2.7 Protection of Employee Records.
 - 2.8 Individual Access to Test and Laboratory Certification Results.
-

Subpart B - Scientific and Technical Requirements

Section 2.1 The Drugs.

(a) The President's Executive Order 12564 defines "illegal drugs" as those included in Schedule I or II of the Controlled Substances Act (CSA), but not when used pursuant to a valid prescription or when used as otherwise authorized by law. Hundreds of drugs are covered under Schedule I and II and while it is not feasible to test routinely for all of them, Federal drug testing programs shall test for drugs as follows:

- (1) Federal agency applicant and random drug testing programs shall at a minimum test for marijuana and cocaine;
- (2) Federal agency applicant and random drug testing programs are also authorized to test for opiates, amphetamines, and phencyclidine; and
- (3) When conducting reasonable suspicion, accident, or unsafe practice testing, a Federal agency may test for any drug listed in Schedule I or II of the CSA.

(b) Any agency covered by these guidelines shall petition the Secretary in writing for approval to include in its testing protocols any drugs (or classes of drugs) not listed for Federal agency testing in paragraph (a) of this section. Such approval shall be limited to the use of the appropriate science and technology and shall not otherwise limit agency discretion to test for any drugs covered under Schedule I or II of the CSA.

(c) Urine specimens collected pursuant to Executive Order 12564, Pub. L. 100-71, and these Guidelines shall be used only to test for those drugs included in agency drug-free workplace plans and may not be used to conduct any other analysis or test unless otherwise authorized by law except if additional testing is required to determine the validity of the specimen. Urine

that tests negative by initial or confirmatory testing may, however, be pooled for use in the laboratory's internal quality control program.

(d) These Guidelines are not intended to limit any agency which is specifically authorized by law to include additional categories of drugs in the drug testing of its own employees or employees in its regulated industries.

Section 2.2 Specimen Collection Procedures.

(a) *Designation of Collection Site.* Each agency drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.

(b) *Security.* Procedures shall provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.

(c) *Chain of Custody.* Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.

(d) *Access to Authorized Personnel Only.* No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored.

(e) *Privacy.* Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular donor may alter or substitute the specimen to be provided.

(f) *Integrity and Identity of Specimen.* Agencies shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and on the specimen chain of custody form can identify the donor from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

(1) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.

(2) When a donor arrives at the collection site, the collection site person shall request the donor to present photo identification. If the donor does not have proper photo identification, the

collection site person shall contact the supervisor of the donor, the coordinator of the drug testing program, or any other agency official who can positively identify the donor. If the donor's identity cannot be established, the collection site person shall not proceed with the collection.

(3) If the donor fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.

(4) The collection site person shall ask the donor to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the donor's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The donor may retain his or her wallet.

(5) The donor shall be instructed to wash and dry his or her hands prior to urination.

(6) After washing hands, the donor shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.

(7) The collection site person shall give the donor a clean specimen bottle or specimen container. The donor may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.

(8) The collection site person shall note any unusual behavior or appearance on the specimen chain of custody form.

(9) In the exceptional event that an agency-designated collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public rest room may be used according to the following procedures: A person of the same gender as the donor shall accompany the donor into the public rest room which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the rest room, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the donor not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the donor will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

(10) Upon receiving the specimen from the donor, the collection site person shall determine the volume of urine in the specimen bottle/container.

(i) If the volume is greater than 30 milliliters (mL), the collection site person will proceed with step (11) below.

(ii) If the volume is less than 30 mL and the temperature is within the acceptable range specified in step (13) below, the specimen is discarded and a second specimen shall be collected. The donor may be given a reasonable amount of liquid to drink for this purpose (e.g.,

an 8 oz glass of water every 30 min, but not to exceed a maximum of 24 oz). If the donor fails for any reason to provide 30 mL of urine for the second specimen collected, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.

(iii) If the volume is less than 30 mL and the temperature is outside the acceptable range specified in step (13) below, a second specimen shall be collected using the procedure specified in step (13) below.

(11) After the specimen has been provided and submitted to the collection site person, the donor shall be allowed to wash his or her hands.

(12) Immediately after the specimen is collected, the collection site person shall measure only the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed 4 minutes.

(13) If the temperature of the specimen is outside the range of 32 -38 C/90 -100 F, that is a reason to believe that the donor may have altered or substituted the specimen, and another specimen shall be collected under direct observation of a person of the same gender and both specimens shall be forwarded to the laboratory for testing. The agency shall select the observer if there is no collection site person of the same gender available. A donor may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe the donor may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.

(14) Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the specimen chain of custody form.

(15) All specimens suspected of being adulterated or diluted shall be forwarded to the laboratory for testing.

(16) When there is any reason to believe that a donor may have altered or substituted the specimen to be provided, another specimen shall be obtained as soon as possible under the direct observation of a person of the same gender and both specimens shall be forwarded to the laboratory for testing. The agency shall select the observer if there is no collection site person of the same gender available.

(17) Both the donor and the collection site person shall keep the specimen bottle/container in view at all times prior to its being sealed and labeled. If the specimen is transferred from a specimen container to a specimen bottle, the collection site person shall request the donor to observe the transfer of the specimen and the placement of the tamper-evident seal/tape on the bottle. The tamper-evident seal may be in the form of evidence tape, a self-sealing bottle cap with both a tamper-evident seal and unique coding, cap and bottle systems that can only be sealed one time, or any other system that ensures any tampering with the specimen will be evident to laboratory personnel during the accessioning process.

(18) The collection site person and the donor shall be present at the same time during procedures outlined in paragraphs (f)(19)-(f)(22) of this section.

(19) The collection site person shall place securely on the specimen bottle an identification label which contains the date, the donor's specimen number, and any other identifying information provided or required by the agency.

(20) The donor shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

(21) The collection site person shall enter on the specimen chain of custody form all information identifying the specimen.

(22) The donor shall be asked to read and sign a statement on the specimen chain of custody form certifying that the specimen identified as having been collected from him or her is in fact that specimen he or she provided.

(23) Based on a reason to believe that the donor may alter or substitute the specimen to be provided, a higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under direct observation. The person directly observing the specimen collection shall be of the same gender. The agency shall select the observer if there is no collection site person of the same gender available.

(24) The collection site person shall complete the specimen chain of custody form.

(25) The urine specimen and specimen chain of custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.

(26) While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his or her workstation momentarily, the urine specimen and specimen chain of custody form shall be taken with him or her or shall be secured. After the collection site person returns to the workstation, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for mailing before he or she leaves the site.

(g) *Collection Control.* To the maximum extent possible, collection site personnel shall keep the donor's specimen bottle within sight both before and after the donor has urinated. After the specimen is collected, it shall be properly sealed and labeled. A specimen chain of custody form shall be used for maintaining control and accountability of each specimen. The date and purpose shall be documented on a specimen chain of custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

(h) *Split Specimens*. An agency may, but is not required to, use a split specimen method of collection. If the urine specimen is split into two specimen bottles (hereinafter referred to as Bottle A and Bottle B) the following procedure shall be used:

(1) The donor shall urinate into either a specimen bottle or specimen container. The collection site person, in the presence of the donor, after determining specimen temperature, pours the urine into two specimen bottles that are labeled Bottle A and Bottle B or, if Bottle A was used to collect the specimen, pours an appropriate amount into Bottle B. A minimum of 45 mL of urine is required when using a split specimen procedure, i.e., 30 mL for Bottle A and 15 mL for Bottle B.

(2) The Bottle A specimen, containing a minimum of 30 mL of urine, is to be used for the drug test. If there is no additional urine available for the second specimen bottle (Bottle B), the first specimen bottle (Bottle A) shall nevertheless be processed for testing.

(3) A minimum of 15 mL of urine shall be poured into the second specimen bottle (Bottle B).

(4) All requirements of this part shall be followed with respect to Bottle A and Bottle B, including the requirements that a copy of the chain of custody form accompany each bottle processed under split sample procedures.

(5) The collection site shall send the split specimens (Bottle A and Bottle B) at the same time to the laboratory that will be testing the Bottle A specimen.

(6) If the test of the first specimen bottle (Bottle A) is verified positive by the MRO, the MRO shall report the result to the agency. Only the donor may request through the MRO that the second specimen bottle (Bottle B) be tested in an HHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the first specimen bottle (Bottle A). The MRO shall honor such a request if it is made within 72 hours of the donor's having received notice that he or she tested positive. The result of this test is transmitted to the MRO without regard to the cutoff levels used to test the first specimen bottle (Bottle A).

(7) Any action taken by a Federal agency as a result of an MRO verified positive drug test (e.g., removal from performing a safety-sensitive function) may proceed whether Bottle B is or is not tested.

(8) If the result of the test on the second specimen bottle (Bottle B) fails to reconfirm the result reported for Bottle A, the MRO shall void the test result for Bottle A and the donor shall re-enter the group subject to random testing as if the test had not been conducted. The MRO shall notify the Federal agency when a failed to reconfirm has occurred and the agency shall contact the Secretary. The Secretary will investigate the failed to reconfirm result and attempt to determine the reason for the inconsistent results between Bottle A and Bottle B. HHS will report its findings to the agency including recommendations and/or actions taken to prevent the recurrence of the failed to reconfirm result.

(i) *Transportation to Laboratory*. Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers

designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. The collection site personnel shall ensure that the specimen chain of custody form is enclosed within each container sealed for shipment to the drug testing laboratory. Since specimens are sealed in packages that would indicate any tampering during transit to the laboratory and couriers, express carriers, and postal service personnel do not have access to the chain of custody forms, there is no requirement that such personnel document chain of custody for the package during transit.

Section 2.3 Laboratory Personnel.

(a) Day-to-Day Management.

(1) The laboratory shall have a responsible person (RP) to assume professional, organizational, educational, and administrative responsibility for the laboratory's urine drug testing facility.

(2) This individual shall have documented scientific qualifications in analytical forensic toxicology. Minimum qualifications are:

(i) Certification as a laboratory director by the State in forensic or clinical laboratory toxicology; or

(ii) A Ph.D. in one of the natural sciences with an adequate undergraduate and graduate education in biology, chemistry, and pharmacology or toxicology; or

(iii) Training and experience comparable to a Ph.D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry, and pharmacology or toxicology; and

(iv) In addition to the requirements in (i),(ii), and (iii) above, minimum qualifications also require:

(A) Appropriate experience in analytical forensic toxicology including experience with the analysis of biological material for drugs of abuse, and

(B) Appropriate training and/or experience in forensic applications of analytical toxicology, e.g., publications, court testimony, research concerning analytical toxicology of drugs of abuse, or other factors which qualify the individual as an expert witness in forensic toxicology.

(3) This individual shall be engaged in and responsible for the day-to-day management of the drug testing laboratory even where another individual has overall responsibility for an entire multispecialty laboratory.

(4) This individual shall be responsible for ensuring that there are enough personnel with adequate training and experience to supervise and conduct the work of the drug testing

laboratory. He or she shall assure the continued competency of laboratory personnel by documenting their in-service training, reviewing their work performance, and verifying their skills.

(5) This individual shall be responsible for the laboratory's having a procedure manual which is complete, up-to-date, available for personnel performing tests, and followed by those personnel. The procedure manual shall be reviewed, signed, and dated by this responsible person whenever procedures are first placed into use or changed or when a new individual assumes responsibility for management of the drug testing laboratory. Copies of all procedures and dates on which they are in effect shall be maintained. (Specific contents of the procedure manual are described in section 2.4(n)(1))

(6) This individual shall be responsible for maintaining a quality assurance program to assure the proper performance and reporting of all test results; for maintaining acceptable analytical performance for all controls and standards; for maintaining quality control testing; and for assuring and documenting the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.

(7) This individual shall be responsible for taking all remedial actions necessary to maintain satisfactory operation and performance of the laboratory in response to quality control systems not being within performance specifications, errors in result reporting or in analysis of performance testing results. This individual shall ensure that sample results are not reported until all corrective actions have been taken and he or she can assure that the results provided are accurate and reliable.

(b) *Certifying Test Results.* The laboratory's urine drug testing facility shall have a certifying scientist(s), as defined in section 1.2, who reviews all pertinent data and quality control results in order to attest to the validity of the laboratory's test reports. A laboratory may designate certifying scientists that are qualified to certify only results that are negative on the initial test and certifying scientists that are qualified to certify both initial and confirmatory tests.

(c) *Day-to-Day Operations and Supervision of Analysts.* The laboratory's urine drug testing facility shall have an individual(s) to be responsible for day-to-day operations and to supervise the technical analysts. This individual(s) shall have at least a bachelor's degree in the chemical or biological sciences or medical technology or equivalent. He or she shall have training and experience in the theory and practice of the procedures used in the laboratory, resulting in his or her thorough understanding of quality control practices and procedures; the review, interpretation, and reporting of test results; maintenance of chain of custody; and proper remedial actions to be taken in response to test systems being out of control limits or detecting aberrant test or quality control results.

(d) *Other Personnel.* Other technicians or nontechnical staff shall have the necessary training and skills for the tasks assigned.

(e) *Training.* The laboratory's urine drug testing program shall make available continuing education programs to meet the needs of laboratory personnel.

(f) *Files.* Laboratory personnel files shall include: resume of training and experience; certification or license, if any; references; job descriptions; records of performance evaluation and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as a test for color blindness, if appropriate.

Section 2.4 Laboratory Analysis Procedures.

(a) *Security and Chain of Custody.* (1) Drug testing laboratories shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented. With the exception of personnel authorized to conduct inspections on behalf of Federal agencies for which the laboratory is engaged in urine testing or on behalf of the Secretary or emergency personnel (e.g., firefighters and medical rescue teams), all authorized visitors and maintenance and service personnel shall be escorted at all times. The laboratory shall maintain a record that documents the dates, time of entry and exit, and purpose of entry of authorized visitors, maintenance, and service personnel accessing secured areas.

(2) Laboratories shall use chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

(b) *Receiving.* (1) When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen bottles within each package to the information on the accompanying chain of custody forms. Any direct evidence of tampering or discrepancies in the information on specimen bottles and the specimen chain of custody forms attached to the shipment shall be immediately reported to the agency and shall be noted on the specimen chain of custody forms which shall accompany the specimens while they are in the laboratory's possession.

(2) Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and laboratory chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests while the original specimen and specimen chain of custody form remain in secure storage.

(c) *Short-Term Refrigerated Storage.* Specimens that do not receive an initial test within 7 days of arrival at the laboratory shall be placed in secure refrigeration units. Temperatures shall not exceed 6 C. Emergency power equipment shall be available in case of prolonged power failure.

(d) *Specimen Processing.* Laboratory facilities for urine drug testing will normally process specimens by grouping them into batches. The number of specimens in each batch may vary significantly depending on the size of the laboratory and its workload. When conducting either initial or confirmatory tests, every batch shall satisfy the quality control requirements in sections 2.5 (b) and (c), respectively.

(e) *Initial Test.* (1) The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Initial Test Level (ng/mL)	
Marijuana metabolites.....	50
Cocaine metabolites.....	300
Opiate metabolites.....	300*
Phencyclidine.....	25
Amphetamines.....	1,000

* 25 ng/mL if immunoassay specific for free morphine.

(2) These test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. The agency requesting the authorization to include other drugs shall submit to the Secretary in writing the agency's proposed initial test methods, testing levels, and proposed performance test program.

(3) Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted and the specimens shall either be discarded or pooled for use in the laboratory's internal quality control program.

(4) Multiple initial tests (also known as rescreening) for the same drug or drug class may be performed provided that all tests meet all Guideline cutoffs and quality control requirements (see section 2.5(b)). Examples: a test is performed by immunoassay technique "A" for all drugs using the HHS cutoff levels, but presumptive positive amphetamines are forwarded for immunoassay technique "B" to eliminate any possible presumptive positives due to structural analogues; a valid analytical result cannot be obtained using immunoassay technique "A" and immunoassay technique "B" is used in an attempt to obtain a valid analytical result.

(f) *Confirmatory Test.* (1) All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) at the cutoff values listed in this paragraph. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "exceeds the linear range of the test."

Confirmatory Test Level (ng/mL)	
Marijuana metabolite1	15

Cocaine metabolite ²	150
Opiates	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine ³	500

1 Delta-9-tetrahydrocannabinol-9-carboxylic acid

2 Benzoylcegonine

3 Specimen must also contain amphetamine at a concentration > 200 ng/mL

(2) These test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. The agency requesting the authorization to include other drugs shall submit to the Secretary in writing the agency's proposed confirmatory test methods, testing levels, and proposed performance test program.

(3) Specimens that test negative on confirmatory tests shall be reported negative. No further testing of these specimens for drugs is permitted and the specimens shall either be discarded or pooled for use in the laboratory's internal quality control program.

(g) *Reporting Results.* (1) The laboratory shall report test results to the agency's MRO within an average of 5 working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by a certifying scientist who satisfies the requirements described by the definition in section 1.2. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cutoff for each, the specimen number assigned by the agency, and the drug testing laboratory specimen identification number.

(2) Except as otherwise provided by this subsection, the laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug. For amphetamines, to report a specimen positive for methamphetamine only, the specimen must also contain amphetamine at a concentration equal to or greater than 200 ng/mL by the confirmatory test. If this criterion is not met, the specimen must be reported as negative for methamphetamine.

(3) The MRO may request from the laboratory and the laboratory shall provide quantitation of test results. The MRO may not disclose quantitation of test results to the agency but shall report only whether the test was positive or negative.

(4) The laboratory may transmit results to the MRO by various electronic means (for example, teleprinters, facsimile, or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.

(5) The laboratory shall send only to the MRO a certified copy of the original chain of custody form signed by a certifying scientist.

(6) The laboratory shall provide to the agency official responsible for coordination of the drug-free workplace program a monthly statistical summary of urinalysis testing of Federal employees and shall not include in the summary any personal identifying information. Initial and confirmation data shall be included from test results reported within that month. Normally this summary shall be forwarded by registered or certified mail not more than 14 calendar days after the end of the month covered by the summary. The summary shall contain the following information:

Initial Testing:

- (i) Number of specimens received;
- (ii) Number of specimens reported out; and
- (iii) Number of specimens screened positive for:
 - Marijuana metabolites
 - Cocaine metabolites
 - Opiate metabolites
 - Phencyclidine
 - Amphetamines

Confirmatory Testing:

- (i) Number of specimens received for confirmation;
- (ii) Number of specimens confirmed positive for:
 - Marijuana metabolite
 - Cocaine metabolite
 - Morphine, codeine
 - Phencyclidine
 - Amphetamine
 - Methamphetamine

(7) The laboratory shall make available copies of all analytical results for Federal drug testing programs when requested by HHS or any Federal agency for which the laboratory is performing drug testing services.

(8) Unless otherwise instructed by the agency in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of 2 years.

(h) *Long-Term Storage.* Long-term frozen storage (-20 C or less) ensures that positive urine specimens will be available for any necessary retest. Unless otherwise authorized in writing by

the agency, drug testing laboratories shall retain and place in properly secured long-term frozen storage for a minimum of 1 year all specimens confirmed positive. Within this 1-year period an agency may request the laboratory to retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after the end of 1 year, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period.

(i) *Retesting of a Specimen* (i.e., the reanalysis by gas chromatography/mass spectrometry of a specimen previously reported positive or the testing of Bottle B of a split specimen collection). Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

(j) *Subcontracting*. Drug testing laboratories shall not subcontract and shall perform all work with their own personnel and equipment unless otherwise authorized by the agency. The laboratory must be capable of performing testing for the five classes of drugs (marijuana, cocaine, opiates, phencyclidine, and amphetamines) using the initial immunoassay and confirmatory GC/MS methods specified in these Guidelines.

(k) *Laboratory Facilities*. (1) Laboratory facilities shall comply with applicable provisions of any State licensure requirements.

(2) Laboratories certified in accordance with Subpart C of these Guidelines shall have the capability, at the same laboratory premises, of performing initial and confirmatory tests for each drug or metabolite for which service is offered.

(l) *Inspections*. The Secretary, any Federal agency utilizing the laboratory, or any organization performing laboratory certification on behalf of the Secretary may reserve the right to inspect the laboratory at any time. Agency contracts with laboratories for drug testing, as well as contracts for collection site services, shall permit the agency to conduct unannounced inspections. In addition, prior to the award of a contract the agency may carry out pre-award inspections and evaluation of the procedural aspects of the laboratory's drug testing operation.

(m) *Documentation*. The drug testing laboratories shall maintain and make available for at least 2 years documentation of all aspects of the testing process. This 2-year period may be extended upon written notification by HHS or by any Federal agency for which laboratory services are being provided. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody forms; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports; performance records on performance testing; performance on certification inspections; and hard copies of computer-generated data. The laboratory shall be required to maintain documents for any specimen under legal challenge for an indefinite period.

(n) *Additional Requirements for Certified Laboratories*.

(1) *Procedure Manual.* Each laboratory shall have a procedure manual which includes the principles of each test, preparation of reagents, standards and controls, calibration procedures, derivation of results, linearity of methods, sensitivity of the methods, cutoff values, mechanisms for reporting results, controls, criteria for unacceptable specimens and results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and expiration dates, and references. Copies of all procedures and dates on which they are in effect shall be maintained as part of the manual.

(2) *Calibrators and Controls.* Laboratory calibrators and controls shall be prepared using pure drug reference materials, stock standard solutions obtained from other laboratories, or standard solutions obtained from commercial manufacturers. The calibrators and controls shall be properly labeled as to content and concentration. The standards (e.g., pure reference materials, stock standard solutions, purchased standards) shall be labeled with the following dates: when received (if applicable); when prepared or opened; when placed in service; and expiration date.

(3) *Instruments and Equipment.* (i) Volumetric pipettes and measuring devices shall be certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked periodically thereafter.

(ii) There shall be written procedures for instrument set-up and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks, and instructions for major troubleshooting and repair. Records shall be available on preventive maintenance.

(4) *Remedial Actions.* There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective actions are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

(5) *Personnel Available to Testify at Proceedings.* A laboratory shall have qualified personnel available to testify in an administrative or disciplinary proceeding against a Federal employee when that proceeding is based on positive urinalysis results reported by the laboratory.

(6) *Restrictions.* The laboratory shall not enter into any relationship with an agency's MRO that may be construed as a potential conflict of interest or derive any financial benefit by having an agency use a specific MRO.

Section 2.5 Quality Assurance and Quality Control.

(a) *General.* Drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, chain of custody, security and reporting of results, initial and confirmatory testing, certification of calibrators and controls, and validation of analytical procedures. Quality

assurance procedures shall be designed, implemented, and reviewed to monitor the conduct of each step of the testing process.

(b) *Laboratory Quality Control Requirements for Initial Tests.* Each analytical run of specimens to be screened shall include:

- (1) Sample(s) certified to contain no drug (i.e., negative urine samples);
- (2) Positive control(s) fortified with drug or metabolite;
- (3) At least one positive control with the drug or metabolite at or near the threshold (cutoff);
- (4) A sufficient number of calibrators to ensure and document the linearity of the assay method over time in the concentration area of the cutoff. After acceptable values are obtained for the known calibrators, those values will be used to calculate sample data;
- (5) A minimum of 10 percent of the total specimens and quality control samples in each analytical run shall be quality control samples; and
- (6) One percent of each run, with a minimum of at least one sample, shall be the laboratory's blind quality control samples to appear as normal samples to the laboratory analysts. Implementation of procedures to ensure that carryover does not contaminate the testing of an donor's specimen shall be documented.

(c) *Laboratory Quality Control Requirements for Confirmation Tests.* Each analytical run of specimens to be confirmed shall include:

- (1) Sample(s) certified to contain no drug (i.e., negative urine samples);
- (2) Positive calibrator(s) and control(s) fortified with drug or metabolite; and
- (3) At least one positive control with the drug or metabolite at or near the threshold (cutoff). The linearity and precision of the method shall be periodically documented. Implementation of procedures to ensure that carryover does not contaminate the testing of a donor's specimen shall also be documented.

(d) Agency Blind Sample Program.

(1) Agencies shall only purchase blind quality control materials that: (a) have been certified by immunoassay and GC/MS and (b) have stability data which verifies those materials' performance over time.

(2) During the initial 90-day period of any new drug testing program, each agency shall submit blind performance test samples to each laboratory it contracts with in the amount of at least 20 percent of the total number of specimens submitted (up to a maximum of 200 blind samples) and thereafter a minimum of 3 percent blind samples (up to a maximum of 100 blind samples) submitted per quarter.

(3) Approximately 80 percent of the blind quality control samples shall be negative (i.e., certified to contain no drug) and the remaining samples shall be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples shall be spiked only with those drugs for which the agency is testing.

(4) The agency shall investigate any unsatisfactory blind performance test sample results and submit its findings to the Secretary. The Secretary shall continue the investigation to ensure that the laboratory has corrected the cause of the unsatisfactory performance test result. A report of the Secretary's investigative findings and the corrective action taken by the laboratory shall be sent to the agency contracting officer. The Secretary shall ensure notification of the finding to all other Federal agencies for which the laboratory is engaged in urine drug testing and coordinate any necessary action.

(5) Should a false positive error occur on a blind performance test sample and the error is determined to be an administrative error (clerical, sample mix-up, etc.), the Secretary shall require the laboratory to take corrective action to minimize the occurrence of the particular error in the future; and, if there is reason to believe the error could have been systematic, the Secretary may also require review and reanalysis of previously run specimens.

(6) Should a false positive error occur on a blind performance test sample and the error is determined to be a technical or methodological error, the laboratory shall submit all quality control data from the batch of specimens which included the false positive specimen. In addition, the laboratory shall retest all specimens analyzed positive for that drug or metabolite from the time of final resolution of the error back to the time of the last satisfactory performance test cycle. This retesting shall be documented by a statement signed by the Responsible Person. The Secretary may require an on-site review of the laboratory which may be conducted unannounced during any hours of operation of the laboratory. The Secretary has the option of revoking (section 3.13) or suspending (section 3.14) the laboratory's certification or recommending that no further action be taken if the case is one of less serious error in which corrective action has already been taken, thus reasonably assuring that the error will not occur again.

Section 2.6 Reporting and Review of Results.

(a) *Medical Review Officer Shall Review Results.* An essential part of the drug testing program is the final review of results. A positive test result does not automatically identify an employee/applicant as an illegal drug user. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the MRO prior to the transmission of results to agency administrative officials.

(b) *Medical Review Officer - Qualifications and Responsibilities.* The MRO shall be a licensed physician with knowledge of substance abuse disorders. The MRO may be an employee of the agency or a contractor for the agency; however, the MRO shall not be an employee or agent of or have any financial interest in the laboratory for which the MRO is reviewing drug testing

results. Additionally, the MRO shall not derive any financial benefit by having an agency use a specific drug testing laboratory or have any agreement with the laboratory that may be construed as a potential conflict of interest. The role of the MRO is to review and interpret positive test results obtained through the agency's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the donor, review of the donor's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the donor when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine specimens that are not obtained or processed in accordance with these Guidelines.

(c) *Positive Test Result.* Prior to making a final decision to verify a positive test result, the MRO shall give the donor an opportunity to discuss the test result with him or her. Following verification of a positive test result, the MRO shall report the result to the agency's official designated to receive results.

(d) *Verification for Opiates; Review for Prescription Medication.* Before the MRO verifies a confirmed positive result for opiates, he or she shall determine that there is clinical evidence--in addition to the urine test--of illegal use of any opium, opiate, or opium derivative (e.g., morphine/codeine) listed in Schedule I or II of the Controlled Substances Act. This requirement does not apply if the confirmatory procedure for opiates confirms the presence of 6-monoacetylmorphine since the presence of this metabolite is proof of heroin use.

(e) *Reanalysis Authorized.* Should any question arise as to the accuracy or validity of a positive test result, only the MRO is authorized to order a retest of a single specimen or the Bottle A specimen from a split specimen collection. Such retests are authorized only at laboratories certified under these Guidelines.

(f) *Result Consistent with Legal Drug Use.* If the MRO determines there is a legitimate medical explanation for the positive test result, he or she shall take no further action and report the test result as negative.

(g) *Result Scientifically Insufficient.* Additionally, the MRO, based on review of inspection reports, quality control data, and other pertinent results, may determine that the result is scientifically insufficient for further action and declare the test specimen negative. In this situation the MRO may request a retest of the original specimen before making this decision. (The MRO may request that the retest be performed by the same laboratory or, as provided in section 2.6(e), that an aliquot of the original specimen be sent for a retest to an alternate laboratory which is certified in accordance with these Guidelines.) The laboratory shall assist in this review process as requested by the MRO by making available the individual responsible for day-to-day management of the urine drug testing laboratory or other employee who is a forensic toxicologist or who has equivalent forensic experience in urine drug testing, to provide specific consultation as required by the agency. The MRO shall report to the Secretary all negative findings based on scientific insufficiency but shall not include any personal identifying information in such reports.

(h) *Reporting Final Results.* The MRO shall report the final results of the drug tests in writing and in a manner designed to ensure confidentiality of the information.

Section 2.7 Protection of Employee Records.

Consistent with 5 U.S.C. 522a(m) and 48 CFR 24.101-24.104, all laboratory contracts shall require that the contractor comply with the Privacy Act, 5 U.S.C. 522a. In addition, laboratory contracts shall require compliance with patient access and confidentiality provisions of section 503 of Pub. L. 100-71. The agency shall establish a Privacy Act System of Records or modify an existing system, or use any applicable Government-wide system of records to cover both the agency's and the laboratory's records of employee urinalysis results. The contract and the Privacy Act System of Records shall specifically require that employee records be maintained and used with the highest regard for employee privacy.

Section 2.8 Individual Access to Test and Laboratory Certification Results.

In accordance with section 503 of Pub. L. 100-71, any Federal employee who is the subject of a drug test shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

PART J - APPENDICES

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County...

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

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

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.

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

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

E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.

TITLE 2 ADMINISTRATION (Continued)

G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or Proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

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

C. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

TITLE 2 ADMINISTRATION (Continued)

2.202.040 Debarment of contractors.

A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the County.

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

C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

- (9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County, within reasonable time.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

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

G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

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

2.202.060 Severability.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by

the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)