



County of Los Angeles
**CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER**

WILLIAM T FUJIOKA
Chief Executive Officer

DATE: November 14, 2013
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Three (3) minutes are allowed for each item.

1. Call to order – Santos H. Kreimann
- A) **Board Letter – APPROVAL OF AN AMENDMENT TO AGREEMENT WITH CERNER CORPORATION AND DELEGATION OF AUTHORITY TO AMEND AGREEMENTS WITH CERNER AND OTHER CONTRACTORS**
DHS/CIO – Mitchell H. Katz and Richard Sanchez or designee(s)
- B) **Board Letter – AWARD OF CONTRACT FOR SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMETRY SYSTEM AND APPURTENANCES AT THE ALAMITOS BARRIER PROJECT, DOMINGUEZ GAP BARRIER PROJECT, AND WEST COAST BASIN BARRIER PROJECT**
DPW/CIO – Gail Farber and Richard Sanchez or designee(s)
- C) **Board Letter – CHIEF INFORMATION OFFICE: APPROVAL OF GOOGLE DEVELOPER DISTRIBUTION AGREEMENT WITH GOOGLE, INC.**
CIO – Richard Sanchez or designee
- D) **Board Letter – AMENDMENT NO. 2 TO MASTER SERVICES AGREEMENT NO. 77036 WITH EMC CORPORATION**
CIO – Richard Sanchez or designee
- E) **Board Letter – APPROVAL OF CONTRACT FOR EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM SERVICES ADMINISTRATION**
CEO Risk Mgmt. – Steven Robles or designee
2. Public Comment
3. Adjournment

December 3, 2013

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

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO AGREEMENT WITH
CERNER CORPORATION AND DELGATION OF AUTHORITY
TO AMEND AGREEMENTS WITH CERNER AND OTHER CONTRACTORS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE [X] APPROVE WITH MODIFICATION []
DISAPPROVE []

SUBJECT

Approval of (i) an amendment to the Agreement with Cerner Corporation for the provision of an Electronic Health Record System, known as the Online Realtime Centralized Health Information Database, for the Department of Health Services, (ii) delegation of authority to the Director of Health Services to further amend the Agreement with Cerner, and (iii) delegate authority to the Director to amend other current agreements that are impacted by the implementation of the Online Realtime Centralized Health Information Database,

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Health Services (Director) or his designee to execute Amendment Number 1 to Agreement H-705407 with Cerner Corporation (Cerner) with no change to the Maximum Contract Sum, effective on execution, to (i) expend Pool Dollars in the amount of \$\$\$ for the acquisition of the Cerner's cardiology licensed software and services as part of the Optional Work under the Agreement, prior to Go-Live and based on the financial terms set forth in the Agreement; (ii) execute Change Orders prior to the completion of Go-Live for expenditure of \$\$\$ Pool Dollars for the acquisition of additional end-user training Professional Services as part of Optional Work under the Agreement; (iii) revise the date of the system validation session and the dates of any dependent tasks, including the cluster Go-Live dates; and (iv) add language to allow the Director to amend the Agreement to revise the order of cluster implementation and revise the Go-Live date of any cluster and any subsequent dependent cluster Go-Live date, task deliverable or event by up to 120 days in order to account for any unexpected delays to the project schedule.

2. Delegate authority to the Director, or designee, to amend the Cerner Agreement to: (i) revise the order of cluster implementation in the event there is an implementation delay on the infrastructure project at Harbor-UCLA Medical Center (Harbor); and revise the Go-Live date of any cluster and any subsequent dependent cluster Go-Live date, task deliverable or event by up to 120 days in order to account for any unexpected delays to the project schedule or it is otherwise determined to be in the best interest of the ORCHID Project and the County, subject to review and approval by County Counsel and the Chief Information Office (CIO), and with notification to the Board and Chief Executive Office (CEO).
3. Delegate authority to the Director, or designee, to amend or terminate in accordance with the provisions in each agreement other existing agreements that will be impacted by ORCHID'S implementation, subject to review and approval by County Counsel and the CIO (if applicable), and with notification to the Board and CEO.
4. Delegate authority to the Director, or designee, to execute XYZ with UCLA for assignment of incentive payments to the County (PLACEHOLDER)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement with Cerner for the Department of Health Services' (DHS) Electronic Health Record, known as the Online Realtime Centralized Health Information Database (ORCHID) was approved by the Board on November 27, 2012, and the funding was approved on January 22, 2013.

Recommendations One and Two

Approval of the first recommendation will allow execution of an Amendment, substantially similar to Exhibit I, to the Agreement with Cerner to enable DHS to effectuate several actions with no change to the Maximum Contract Sum.

The Agreement's Contract Sum includes Pool Dollars, which are available for Optional Work that can be procured after final cluster Go-Live including: (i) additional professional services and the purchase of new software licenses and new content with expenditures authorized by the Director through the issuance of Change Orders; and (ii) Additional Electronic Health Record (EHR) Capabilities, including purchase of a cardiovascular information system, which the County may purchase through a Board approved Amendment to the Agreement.

Pool Dollars for Optional Work are currently restricted for use after Go-Live. These funds are needed before Go-Live to enable Cerner to provide additional training to DHS staff in advance of ORCHID's first Go-Live date and to exercise the County's option to include Cerner's cardiology software as part of the Licensed Software in this implementation. This action will not

increase funding in the contract. It will simply remove the restriction on using funds that are currently allocated in the contract for Professional Services and New Software in advance of Go-Live. When the Cerner Agreement was initially negotiated, the cardiology software was a fairly new offering from Cerner and there was not sufficient time to fully evaluate the solution before the Agreement was finalized and approved. However, we decided to leverage the ability to include locked in pricing for the solution in the Agreement with an option to purchase it through the use of Pool Dollars.

I have approved rescheduling the third of three trips that my staff must take to Kansas City to build ORCHID. For background, the Agreement requires 90 DHS employees to travel three times to Kansas City for ORCHID's build. The first trip for "System Review" took place the week of July 7, through 12, 2013, and resulted in a 10% overall build. The second trip for "System Design" took place September 30, through October 4, 2013, and resulted in a 50% build.

The third trip for "System Validation" is scheduled December 9-15, 2013, and will result in a 90% build. However, because this trip occurs during the holidays, and may impinge staff's family commitments and travel plans, and consequently could adversely impact attendance, we will be moving that trip to January 6-10, 2014. This change also will give us additional time to mature the build effort after the second trip along with giving us a fresh start to the New Year. No additional funding is needed, however, this change will result in the Go-Live date for the ORCHID System being moved back 27 days from _____ to _____.

In reviewing the ORCHID project plan and the Agreement, we note that an Amendment to the Agreement is needed to move the Go-Live date. Given the criticality of the decision to go live, I believe it is appropriate to request delegated authority to change that date within a 90-120 day window; based on a balancing of the readiness of the system and testing results and the need to address unforeseen issues with the need for a timely implementation. My staff advises me that in looking at recent electronic health record implementations in health systems of a similar complexity and size, these implementations consistently hit their Go-Live targets anywhere from 90 to 120 days beyond the dates initially targeted. Because changes to the contract's Go-Live dates require a formal Amendment, we have included Amendment language to delegate authority to the Director of DHS to adjust the contract's Go-Live dates by up to 120 days for each cluster. These changes will not require additional funding.

Recommendation two enables the Director to exercise the delegated authority to amend the Agreement, subject to review and approval of County Counsel and the CIO with notice to the Board and CEO.

Recommendation Three

Approval of the third recommendation will delegate authority to amend or terminate other existing contracts that will be impacted by ORCHID'S implementation. For example, certain clinical

information technology contracts may need to be terminated because functionality will be replaced by ORCHID, or the Department may need to purchase additional licenses or professional services at an additional cost under existing agreements to accommodate interfacing with ORCHID. My staff currently is identifying the contracts that will require modification and believe that a sizeable number will be affected. Therefore, rather than file an individual Board letter for each contract, the recommended delegation to change the agreements as needed over the course of ORCHID's implementation, rather than bringing forward an individual Board letter for each contract amendment. I will keep the Board informed of what actions we take with regard to each contract, and my staff will work closely with County Counsel, and the CIO if appropriate, to effectuate the necessary amendments.

Recommendation Four

Approval of the fourth recommendation will enable the Director, or his designee, to amend the existing MSAA to require UCLA providers to assign or re-assign their EP incentive payment to the County/DHS to provide needed funding for the ORCHID implementation. Under the HITECH Act, each UCLA provider utilizing ORCHID and demonstrating "meaningful use" could be eligible to receive up to \$64,000 in incentives. Approval of the recommendation will also permit DHS to use up to \$1,500 of this incentive to help fund the purchase of an electronic device and other DHS-approved technology for each UCLA EP who assigns their incentive payments to County/DHS, on a one-time only basis during the term of the MSAA. These actions are consistent with the Board's prior approval of delegated authority to DHS to amend other agreements to ensure assignment of EP incentives and reimbursement for qualified technology purchases up to \$1,500.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1- Operation Effectiveness; Goal 2 – Fiscal Sustainability; and Goal 3 – Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Cerner

Other contracts

The incentive payments that DHS would receive under the ACA for each EP who assigns their EP incentive payment to DHS will offset the one-time only \$1,500 maximum per individual reimbursement to each EP for the purchase of DHS-approved electronic devices or other technologies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's policy of engaging outside counsel for certain information technology agreements, County Counsel retained the law firm of Foley & Larder, LLP to assist in all aspects of the EHR procurement. Accordingly, Foley & Lardner, in conjunction with County Counsel, assisted DHS in drafting and negotiated the recommended Amendment. County Counsel has approved Exhibit I as to form. The CIO concurs with the Department's recommendation and that office's analysis is attached as Attachment ?

CONTRACTING PROCESS

The requested action is to amend a current Agreement that was originally awarded as a result of a Request for Proposals process. Acquisition of the Cerner cardiology software and the Professional Services for training is permissible through an Agreement Amendment as there are Pool Dollars specifically identified in the Agreement to do so.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable DHS to implement a centralized, standardized, enterprise-wide EHR System which will ensure that patients who seek services at any location within DHS will receive consistent care, supported by the same EHR across the entire care continuum.

Respectfully submitted,

Reviewed by:

Mitchell H. Katz, M.D.
Director

Richard Sanchez
Chief Information Officer

MHK:KH:kh

Enclosures (#)

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

December 3, 2013

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

Dear Supervisors:

**AWARD OF CONTRACT FOR
SEAWATER BARRIERS MAINTENANCE SERVICES FOR TELEMETRY SYSTEM
AND APPURTENANCES AT THE ALAMITOS BARRIER PROJECT, DOMINGUEZ
GAP BARRIER PROJECT, AND WEST COAST BASIN BARRIER PROJECT
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This action is to award a contract for preventative maintenance for the Seawater Barriers Telemetry System and appurtenant equipment at the Alamitos Barrier Project, Dominguez Gap Barrier Project, and West Coast Basin Barrier Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Seawater Barriers Maintenance Services for Telemetry System and Appurtenances in an annual sum of \$408,147 (which includes \$112,000 for reimbursement of parts), and a maximum potential contract sum of \$2,040,735, to Leed Electric, Inc. This contract will be for a term of one year commencing upon the Board's approval or execution by both parties, whichever occurs last, with four 1-year renewal options for a maximum potential contract term of five years.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual

contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, Leed Electric, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent inspection, maintenance, repair, and preventative maintenance services to the Alamitos Barrier Project (ABP), Dominguez Gap Barrier Project (DGBP), and West Coast Basin Barrier Project (WCBBP) telemetry systems, which consist of injection wells, observation wells, and related appurtenances. The injection wells are utilized to inject freshwater into the underlying aquifers in order to elevate groundwater levels and prevent seawater from intruding into and contaminating a source of potable water supply. The ABP, DGBP, and WCBBP have been in operation since 1966, 1971, and 1953, respectively.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$408,147 (which includes \$112,000 for reimbursement of parts) plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract and cost-of-living adjustments in accordance with County policy and the terms of the contract. This amount is based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in the Fiscal Year 2013-14 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years, cost-of-living adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Leed Electric, Inc., located in Norwalk, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence upon the Board's approval and continue for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options for a maximum potential total contract term of five years.

The contract will be substantially similar to the form previously approved as to form by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Leed Electric, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board. The Chief Information Office (CIO) reviewed this Board Letter and recommends approval. CIO determined that because this recommended action concerns maintenance of the existing Seawater Barriers Telemetry System's industrial controls and sensors it does not represent any new Information Technology. Therefore, no formal CIO Analysis is required.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Leed Electric, Inc., has agreed to comply with all County standard terms and conditions regarding required insurance with the exception of the Professional Liability/Errors and Omissions insurance. With concurrence from CEO-Risk Management and County Counsel, Public Works and Leed Electric, Inc., have negotiated to reduce the duration of Professional Liability/Errors and Omissions from three years following expiration, termination, or cancellation of the agreement to one year following such an event.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on May 20, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On May 21, 2013, Public Works solicited proposals from 87 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure C), and an advertisement was placed in the *Los Angeles Times*.

On June 18, 2013, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, performance history/references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, and responsible proposer, Leed Electric, Inc. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

Reviewed by:

GAIL FARBER
Director of Public Works

RICHARD SANCHEZ
Chief Information Officer

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
Chief Information Office
County Counsel (Carole Suzuki)
Executive Office



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

Los Angeles World Trade Center
350 South Figueroa Street, Suite 188
Los Angeles, CA 90071

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Telephone: (213) 253-5600
Facsimile: (213) 633-4733

December 3, 2013

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

Dear Supervisors:

**CHIEF INFORMATION OFFICE: APPROVAL OF GOOGLE DEVELOPER
DISTRIBUTION AGREEMENT WITH GOOGLE, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval for a Google Developer Distribution Agreement with Google, Inc. (Google), to allow County departments to develop mobile applications to be deployed on Android-branded devices.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Chief Information Officer (CIO) or his designee to enter into Google's Developer Distribution Agreement (Agreement), the most recent version provided in Exhibit I, which will govern the development of mobile applications for Android-branded devices: (A) commencing on the CIO or designee acceptance thereof and continuing until terminated by either party at any time, and (B) having a one-time fee of \$100.
2. Authorize the CIO to be the administrator of the Agreement on behalf of the County and ensure departments conform to County obligations when developing applications under the said Agreement.
3. Authorize the CIO or his designee to accept modifications to the Agreement as made from time to time by Google and to terminate the Agreement if the CIO determines it to be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to allow County application development staff to develop mobile applications (applications) for Android-branded devices, to be distributed solely by Google using its Google Play marketplace store (Market). Google requires an authorized legal representative of the County to enter into their agreement to develop applications for Android-branded devices. Shortly after the Board authorizes the CIO or his designee to enter into the Agreement, the Department of Public Social Services would like to use it to deploy a mobile application for County citizens to provide scanned documents for public assistance eligibility consideration.

Approval of the second recommended action designates the CIO as the County administrator of the Agreement to oversee the Agreement and to ensure the development, testing, and distribution of applications adhere to the obligations prescribed in the Agreement.

Approval of the third recommended action gives the CIO or his designee authority to accept Google's modifications to the Agreement, acceptance of which is a condition to continued development and distribution of mobile applications for Android-branded devices. Such action also delegates to the CIO or his designee the ability to terminate the Agreement if determined to be in the best interest of the County which, as described below, will help mitigate risk to the County associated with certain terms and conditions of the Agreement.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness and Goal 3, Community and Municipal Services.

FISCAL IMPACT/FINANCING

The current \$100 annual fee to participate in the Google Developer Program, as well as any increases to such fees, will be paid out of the CIO's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has identified a number of instances in which the Agreement with Google departs from the County's standard terms and conditions, the most significant of which are as follows:

1. **Use of County Applications and Other Intellectual Property:** The Agreement grants Google a license to use the County's applications (i) for administration and demonstration purposes in connection with the operation and marketing of the Market, (ii) to make improvements to the Android platform, and (iii) to distribute the County's applications according to the County's publishing options. The Agreement further grants Google a license to use the County's brand features (e.g., trade marks, logos, domain names, etc.) (i) in connection with distribution and sale of the County's applications throughout the market or to otherwise fulfill Google's obligations under the Agreement, and (ii) in announcements in the Market, outside the Market when mentioned with other applications, in presentations, and in customer lists. Generally, these license rights terminate with respect to a specific application if the County ceases distribution of that application, and in their entirety if the County or Google terminates the Agreement. However, Google's license continues beyond termination in two instances: (i) as is necessary for Google to allow users to exercise the reinstallation rights described in Item 3 below, and (ii) Google may retain and use copies of the County's application after termination for support of the Market and the Android platform. Finally, the Agreement specifies that, once an application user downloads one of the County's applications, the user has a perpetual license to that application unless the County specifies another term through an end user license agreement.
2. **Maintenance and Support Obligations:** The Agreement requires the County to be solely liable for maintenance and support of County applications. The Agreement further specifies that ceasing distribution of an application or terminating the Agreement does not terminate the County's obligation to continue to support previously downloaded applications.
3. **Reinstallation Rights:** The Agreement provides that, once an application user downloads one of the County's applications, the user is allowed unlimited reinstallations of that application unless the County removes the application from the Market for one of a limited number of circumstances, which include, but are not limited to, alleged or actual infringement of intellectual property rights or alleged or actual defamation.
4. **Indemnification; Limitation of Liability:** The Agreement requires the County to indemnify, defend, and hold harmless Google for: (i) County's use of the Market in violation of the Agreement, and (ii) in the event any of the County's applications infringes on any person's intellectual property rights, defames any person, or violates any right of publicity. The Agreement further specifies that Google, its subsidiaries, affiliates, and licensors shall have no liability under the Agreement under any theory of liability.

5. Agreement Modifications: The Agreement allows Google to modify the Agreement at any time. The Agreement conditions continued distribution of the County's applications on the County's acceptance of such modifications.

Regarding the first departure, if Google uses County's applications or other intellectual property in a manner that is unacceptable to the County, the County may terminate the Agreement with thirty days' prior written notice, which, except in the two instances described in Item 1 above, will terminate Google's license to use the County's applications and other intellectual property. As the first departure relates to application users, as permitted by the Agreement (see Item 1 above), the CIO will require County departments use an end user license agreement that allows the County to terminate the users' license to the County application, among other things, if the user misuses the County's application.

Regarding the second and third departures, as permitted by the Agreement, the CIO will require County departments use an end user license agreement that will require application users to acknowledge and agree that in the event the County determines to cease distribution of an application and to cease maintenance and support of that application, then users will not be able to obtain maintenance and support from the County for that application.

Regarding the fourth departure from County's standard terms and conditions, the CIO has reviewed the proposed Agreement, including indemnification and limitation of liability with the Chief Executive Office's (CEO) Risk Management Branch. CEO Risk Management Branch concurs with CIO's assessment that to develop and distribute applications as prescribed by the Agreement should pose minimal financial risk to the County. Furthermore, in the event that any financial risk arises, County may immediately terminate the Agreement. Having the ability to terminate will not eliminate the risk exposure to County, but may mitigate it.

Regarding the fifth departure, although Google is given broad authority to modify the Agreement, in the event Google modifies it in a manner which is unacceptable, the County may terminate the Agreement by not accepting the modified agreement when notified by Google and ceasing to use the Market.

The Agreement does not include County's standard policy and legal provisions, such as Safely Surrendered Baby Law and Determination of Contractor Non-Responsibility and Contractor Debarment, because the Agreement subscribes to Google's distribution channel for applications rather than engaging Google to provide a good or service to the County.

Honorable Board of Supervisors

December 3, 2013

Page 5

CIO believes the benefits from providing applications to County constituents and the minimal annual licensing cost of \$100 per year, outweigh the risk sufficiently to warrant the development of the applications for Android devices.

Exhibit I (Agreement) has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

The Agreement is required for County to develop applications for Android-branded devices and to distribute the applications through Google's Market for use with Android-branded devices.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will enhance delivery of County services by allowing County departments to develop applications to be distributed and delivered to Android-branded devices.

Respectfully submitted,

RICHARD SANCHEZ
Chief Information Officer

RS:JH:pg

Enclosure (1)

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



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

Los Angeles World Trade Center
350 South Figueroa Street, Suite 188
Los Angeles, CA 90012

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RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

December 3, 2013

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

Dear Supervisors:

**AMENDMENT NUMBER TWO TO
MASTER SERVICES AGREEMENT NUMBER 77036 WITH EMC CORPORATION
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

SUBJECT:

Request approval of Amendment Two to County Master Services Agreement (MSA) Number 77036 with EMC Corporation to amend the maximum amount authorized per year from \$3,500,000 to \$5,000,000 and delegate authority to the Chief Information Office to exercise the Agreement's second two-year option.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign Amendment Number Two to County's MSA Number 77036 with EMC Corporation (EMC) to amend the maximum amount authorized per year from \$3,500,000 to \$5,000,000 and to delegate authority to the Chief Information Officer, or his designee, to exercise the last two-year option, extending the term from July 6, 2014 to July 5, 2016.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Chief Information Office (CIO) administers the MSA, which provides County departments with streamlined access to technical and consulting services for the planning, implementation, and support for County information systems utilizing EMC's Documentum enterprise content management software – the Board-approved standard for this technology. ECM software enables the capture, storage, preservation, and retrieval of electronic documents and content.

The purpose of this action is to approve a proposed Amendment to the MSA that will increase the maximum amount authorized per-year expenditure from \$3,500,000 to \$5,000,000, which is required to support increased departmental demand for EMC professional services. It will also delegates authority to the Chief Information Officer, or his designee, to extend to exercise the last two-year option, extending the term from July 6, 2014 to July 5, 2016 that will allow continued access to these services.

County engagements under the MSA are executed through a Work Order (WO) process. Your Board authorizes all WO's exceeding \$300,000. Since the MSA was established, 49 WO's were issued under the MSA, with a total value of \$10,060,018.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan Goal Number 3: Organizational Effectiveness. The MSA offers the flexibility necessary to meet varied departmental needs while providing a structure for acquiring desired services through a streamlined acquisition process that is standard across the entire enterprise.

FISCAL IMPACT/FINANCING

By approving this proposed Amendment, County departments will continue acquiring services under WO's, which govern the terms and conditions set forth in the MSA. Funding will continue to be obtained from departmental budgets. The administrative provisions of the MSA require confirmation that funding is available before each individual WO is executed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 7, 2009, your Board approved the MSA with an initial three-year term and two (2) two-year extensions upon mutual agreement of the parties.

On June 26, 2012, your Board approved Amendment One to the MSA to exercise the first two-year option extending the term from July 7, 2012 to July 6, 2014 and to amend the maximum amount authorized per year from \$5,000,000 to \$3,500,000.

The proposed Amendment adds the County-required contract provisions for insurance, security and privacy.

It has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Amendment will provide County departments with continued access to EMC's professional and consulting services. There will be no impact upon, or interruption of current services being provided to County departments by EMC.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return one (1) adopted stamped copy of the Board letter and three (3) executed copies of Amendment Number One to the CIO for further processing.

Respectfully submitted,

RICHARD SANCHEZ
Chief Information Officer

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Information Systems Commission
IT Board Deputies



County of Los Angeles
CHIEF EXECUTIVE OFFICE

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

WILLIAM T FUJIOKA
Chief Executive Officer

DRAFT

December 3, 2013

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

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

Dear Supervisors:

**APPROVAL OF CONTRACT FOR EMPLOYEE DRUG AND ALCOHOL
TESTING PROGRAM SERVICES ADMINISTRATION
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This recommendation by the Chief Executive Officer (CEO) seeks the Board's approval for a contract with American Substance Abuse Professional Drug Solutions, Inc. (ASAP) for employee drug and alcohol testing program services administration, for a base term of three years at an approximate annual cost of \$92,000 and an option to extend the contract for two, one-year periods.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached contract with ASAP for a three-year term, commencing on January 1, 2014, at an approximate annual cost of \$92,000 and approximate total cost of \$276,000.
2. Approve the option to extend the Contract for two, one-year terms at an annual approximate cost of \$92,000 and approximate total cost of \$184,000.
3. Authorize the CEO or his designee to approve and execute all extension options, any non-substantive changes, as well as terms and conditions required by the Board and pursuant to the provisions of the contract.
4. Authorize the CEO or his designee to increase the annual contract amount up to 15 percent for additional work within the scope of the contract, if required.

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Intra-County Correspondence Sent Electronically Only**

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to enable the County of Los Angeles (County) to continue to maintain its Federally-mandated employee drug and alcohol testing program for its commercial drivers. The current contractor is ASAP.

The County's drug and alcohol testing program for commercial drivers in accordance with guidelines mandated by the Federal Department of Transportation (DOT) was implemented in 1995. The DOT requires pre-employment drug testing as well as random and post-accident drug and alcohol testing of employees who carry a commercial Driver's License. Since the inception of the program, the County has utilized a third-party administrator for administration of the program. The Contractor oversees a network of clinics that are located in various geographical areas within the County.

The Occupational Health Programs Section within the CEO's Risk Management Branch is responsible for employee drug and alcohol testing for all County departments. An estimated 1,000 annual random, reasonable suspicion and post-rehabilitation follow-up DOT tests will be handled through this contract. In addition, the contract provides for non-DOT employee drug and alcohol testing, as required.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness, providing timely and cost-effective services to the County, and strengthening its loss prevention program.

FISCAL IMPACT/FINANCING

Services under this contract will be paid on a fee-for-services basis, at an estimated cost of \$276,000 for the base three-year term, and approximately \$184,000 if the CEO exercises the two, one-year options to extend. The total cost of this contract will be approximately \$460,000.

The first-year funding of this contract has been included in the CEO's budget for Fiscal Year 2013-14. The CEO will continue to include funding for this contract in future years.

The total paid to ASAP in 2012 under the current contract was \$37,133. Based on the expenditures for the first six months of 2013, the CEO projects the County will spend approximately \$41,000 for employee drug and alcohol testing in 2013.

FISCAL IMPACT/FINANCING (Continued)

The increased costs for this new contract are due to recent program changes for both DOT and non-DOT testing.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CEO has been contracting third-party administration services for employee drug and alcohol testing to comply with DOT requirements since the program's inception in 1995. The services required are of an intermittent nature. Therefore, this contract is not subject to the "Proposition A" guidelines as set forth in Los Angeles County Code Section 1.121.

This contract with ASAP includes all required Board provisions and has been approved as to form by County Counsel.

CONTRACTING PROCESS

A Request for Proposals (RFP) was released on June 10, 2013. It was initially sent to four vendors, including the current contractor; the other vendors were obtained from an Internal Services Department bid list. The RFP was also posted on the County's contracting website. As a result, eight additional vendors expressed initial interest in the RFP.

On July 9, 2013, representatives of two vendors attended the Proposers Conference. Attendance at this conference was not mandatory.

Two proposers submitted proposals on the July 26, 2013 proposal due date. Both proposals met minimum requirements and were subsequently reviewed and evaluated by representatives of the CEO and Metropolitan Transportation Authority. In addition, Occupational Health Programs Unit staff conducted site visits of the proposed clinic sites to verify they met DOT and County facility and staff requirements.

The proposal submitted by ASAP was rated the highest; it also had the lowest proposed pricing.

There was a debriefing with the other proposer on its proposal ratings and no protest was filed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will enable the County to continue to maintain its employee drug and alcohol testing program

CONCLUSION

Upon approval by the Board, please return two signed originals of the contract and one adopted copy of the letter to the CEO Risk Management Branch, attention Steven T. Robles, County Risk Manager.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC
STR:RLC:KF:tv

Enclosures

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**AMERICAN SUBSTANCE ABUSE PROFESSIONAL DRUG
SOLUTIONS, INC.**

FOR

**EMPLOYEE DRUG AND ALCOHOL TESTING
PROGRAM SERVICES/ADMINISTRATION**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS	1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT- COUNTY	5
6.1	COUNTY CONTRACT ADMINISTRATOR	5
6.2	COUNTY CONTRACT MANAGER.....	6
6.3	COUNTY CONTRACT MONITOR.....	6
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	6
7.1	CONTRACTOR CONTRACT MANAGER.....	6
7.2	APPROVAL OF CONTRACTOR'S STAFF	7
7.3	BACKGROUND AND SECURITY INVESTIGATIONS.....	7
7.4	CONFIDENTIALITY	8
8.0	STANDARD TERMS AND CONDITIONS	9
8.1	AMENDMENTS AND CHANGE NOTICES.....	9
8.2	ASSIGNMENT AND DELEGATION.....	10
8.3	AUTHORIZATION WARRANTY	11
8.4	BUDGET REDUCTIONS	11
8.5	COMPLAINTS	12
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	13
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	CONFLICT OF INTEREST	15
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	16
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	16
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	16
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	19
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	19

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.15	COUNTY’S QUALITY ASSURANCE PLAN.....	20
8.16	INTENTIONALLY OMITTED.....	20
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	20
8.18	FACSIMILE REPRESENTATIONS.....	21
8.19	FAIR LABOR STANDARDS	21
8.20	FORCE MAJEURE	21
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	22
8.22	INDEPENDENT CONTRACTOR STATUS.....	22
8.23	INDEMNIFICATION.....	23
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	23
8.25	INSURANCE COVERAGE	27
8.26	LIQUIDATED DAMAGES	28
8.27	MOST FAVORED PUBLIC ENTITY	30
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	30
8.29	NON EXCLUSIVITY.....	31
8.30	NOTICE OF DELAYS	31
8.31	NOTICE OF DISPUTES	32
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	32
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	32
8.34	NOTICES.....	32
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	33
8.36	PUBLIC RECORDS ACT	33
8.37	PUBLICITY	33
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	34
8.39	RECYCLED BOND PAPER.....	35
8.40	SUBCONTRACTING	35
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	37
8.42	TERMINATION FOR CONVENIENCE	37

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.43	TERMINATION FOR DEFAULT	38
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	39
8.45	TERMINATION FOR INSOLVENCY.....	40
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	40
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	41
8.48	VALIDITY.....	41
8.49	WAIVER.....	41
8.50	WARRANTY AGAINST CONTINGENT FEES.....	41
8.51	WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	42
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	42
9.0	UNIQUE TERMS AND CONDITIONS.....	42
9.1	INTENTIONALLY OMITTED.....	42
9.2	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	42
9.3	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM....	43
SIGNATURES		45

TABLE OF CONTENTS

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICE SCHEDULE
- C INTENTIONALLY OMITTED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

TECHNICAL EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT
- 2 PERFORMANCE REQUIREMENTS CHART (PRC)
- 3 CONTRACTOR STATISTICAL DATA REPORTS

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AMERICAN SUBSTANCE ABUSE PROFESSIONAL DRUG
SOLUTIONS, INC.
FOR
EMPLOYEE DRUG AND ALCOHOL TESTING
PROGRAM SERVICES/ADMINISTRATION**

This Contract and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and American Substance Abuse Professional Drug Solutions, Inc. hereinafter referred to as Contractor. Contractor is located at 455 East Carson Plaza Drive, Carson, CA 90746.

RECITALS

WHEREAS, the County may contract with private businesses for drug and alcohol testing for commercial drivers when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing drug and alcohol testing for commercial drivers; and

WHEREAS, pursuant to the California Government Code Section 31000.8, County is authorized to contract with private firms to perform such services.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Price Schedule

- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor's Contract Manager:** The individual designated by the Contractor to administer the Contract day-to-day operations after the Contract award.
- 2.4 **County Contract Administrator (CCA):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.5 **County Contract Manager (CCM):** Person designated by County Contract Administrator to manage the day-to-day operations under this Contract. Responsible for inspections of any and all tasks,

deliverables, goods, services and other work provided by the Contractor.

- 2.6 **Day(s)**: Calendar day(s) unless otherwise specified.
- 2.7 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer or his designee.

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.

- 4.3 The Contractor shall notify Chief Executive Office (CEO) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the CCA at the address herein provided in Exhibit E (County's Administration).
- 4.4 In the event of expiration of the term of the Contract or termination prior to the expiration of the term of the Contract, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

5.0 CONTRACT SUM

- 5.1 The Contractor shall pay Contractor as set forth in the fee schedule for all materials/services covered under this Contract as set forth in Exhibit B (Price Schedule).
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Price Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Price Schedule).

- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor shall submit the monthly invoices to the CCM by the 15th calendar day of the month following the month of service.
- 5.4.5 All invoices under this Contract shall be emailed or sent to the following address:

Erlinda B. Castro
County of Los Angeles
Occupational Health Programs
Risk Management Branch, CEO
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010

5.4.6 **County Approval of Invoices**

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

5.4.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 **County Contract Administrator (CCA)**

Responsibilities of the County Contract Administrator include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Subparagraph 8.1 (Amendments and Change Notices); and
- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 **County Contract Manager (CCM)**

The responsibilities of the County Project Manager include:

- Meeting with the Contractor Project Manager on a regular basis;
- Ensuring that the technical standards and requirements of Contractor's performance under this Contract are met;
- Advising the CCA as to Contractor's performance in areas relative to requirements and technical standards;
- Inspecting any and all licensed products, tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 **County Contract Monitor (Monitor)**

The responsibilities of the Monitor include:

- Overseeing the day-to-day administration of the Contract. The Monitor reports to the CCM.

The Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

7.0 **ADMINISTRATION OF CONTRACT - CONTRACTOR**

7.1 **Contractor Contract Manager**

7.1.1 The Contractor Contract Manager is designated in Exhibit F (Contractor's Administration). The Contractor Project Manager is the designated officer or employee responsible

for all actions needed to administer the Contract and shall have full authority to act for the Contractor on all Contract matters relating to daily operations.

7.1.2 The Contractor Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the CCM on a regular basis.

7.1.3 The Contractor Contract Manager must have one (1) year of experience in supervising or managing a drug and alcohol testing program for commercial drivers or services equivalent or similar to the services specified in Exhibit A (Statement of Work).

7.1.4 Responsibilities of the Contractor Contract Manager include:

7.1.4.1 The Contractor shall notify the County in writing of any change in the name or address of the Contractor Contract Manager.

7.1.4.2 The Contractor Contract Manager shall meet or confer with the CCM on a regular basis.

7.2 **Approval of Contractor's Staff**

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

7.3 **Background and Security Investigations**

7.3.1 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, may be required to undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. 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.

- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 **Confidentiality**

- 7.4.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.4 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.

- 7.4.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1.
- 7.4.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 8.1.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the CCA. The CCA is authorized to enter into and execute such Change Notices.
- 8.1.2 During the term of the Contract, there may be a need to adjust examination protocols by deleting and/or adding new laboratory, radiological, or similar examinations as required by law or changes in community professional practice or in recommendations made by such organizations as the Centers for Disease Control, the American Heart Association, etc. The CEO or designee shall have the authority to make such changes in examination protocols and the Contractor shall provide to County such new tests at rates which in no event exceed those published in any existing official rate schedule, such as Medi-Cal or Workers' Compensation Fee Schedule for all such test components tested in such schedules, and/or exceed the lowest rates for these tests charged by Contractor to any other client.

- 8.1.3 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the County's Board of Supervisors.
- 8.1.4 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the CCA.
- 8.1.5 The Chief Executive Officer or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Executive Officer or designee.

8.2 **ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, 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.
- 8.2.2 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.

8.2.3 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.

8.3 **AUTHORIZATION WARRANTY**

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

8.4 **BUDGET REDUCTIONS**

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

8.5 **COMPLAINTS**

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

- 8.5.1 Within ninety (90) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCM of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 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.
- 8.5.7 Copies of all written responses shall be sent to the CCM within three (3) business days of mailing to the complainant.

8.6 **COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County 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 Subparagraph 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 **COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that

provides that its Employees 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.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the

Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 **CONFLICT OF INTEREST**

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

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

8.10 **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor 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 re-employment list during the life of this Contract.

8.11 **CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

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

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

8.12 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all

existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board 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.

8.12.4 Contractor Hearing Board

1. 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.
2. 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.
3. 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 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.
6. 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 **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.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and 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).

8.15 **COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the 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 the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 **INTENTIONALLY OMITTED**

8.17 **EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

8.18 **FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Subparagraph 8.1, and

received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 **FAIR LABOR STANDARDS**

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

8.20 **FORCE MAJEURE**

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 **GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract 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.

8.22 **INDEPENDENT CONTRACTOR STATUS**

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

8.22.2 The Contractor 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.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 (Confidentiality).

8.23 **INDEMNIFICATION**

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

8.24 **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability 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 ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of

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

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

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Chief Executive Office
Risk Management Branch
3333 Wilshire Boulevard, Suite 820
Los Angeles, CA 90010

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.

8.24.2 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.

8.24.3 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.

8.24.4 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.

8.24.5 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.

8.24.6 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.

8.24.7 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.

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 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.

8.24.10 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.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 **INSURANCE COVERAGE**

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

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

Each Occurrence: \$1 million

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, 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.

8.25.4 Professional Liability/Errors and Omissions

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

8.26 **LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the CCA, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the CCA, 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 Chief Executive Officer, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the CCA, or his/her designee, determines that there are deficiencies in the performance of this Contract that the CCA, or his/her designee, deems are correctable by the Contractor over a certain time span, the CCA, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the CCA, or his/her designee, 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 is Fifty Dollars (\$50) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.26.4 This Subparagraph 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 Performance Requirements Summary (PRS) or

Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 **NON EXCLUSIVITY**

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

8.30 **NOTICE OF DELAYS**

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

8.31 **NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the CCM and/or the CCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCM or CCA is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

8.33 **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, 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.

8.34 **NOTICES**

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

8.35 **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

8.36 **PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 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 issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a 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.

8.37 **PUBLICITY**

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the CCA. The County shall not unreasonably withhold written consent.

8.37.2 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-paragraph 8.37 shall apply.

8.38 **RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof,

unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.39 **RECYCLED BOND PAPER**

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

8.40 **SUBCONTRACTING**

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

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

- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Chief Executive Office
Risk Management Branch
Risk Management Operations
3333 Wilshire Boulevard, Suite 820
Los Angeles, CA 90010

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 **TERMINATION FOR CONVENIENCE**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 **TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the CCA:

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

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform 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 Subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

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

8.44 **TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

8.45 **TERMINATION FOR INSOLVENCY**

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

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

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 **TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

8.47 **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

8.48 **VALIDITY**

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

8.49 **WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 **WARRANTY AGAINST CONTINGENT FEES**

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

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

8.51 **WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

8.52 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 **INTENTIONALLY OMITTED**

9.2 **LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.2.1 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.

9.2.2 The 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.

9.2.3 The 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.

9.2.4 If the Contractor has obtained 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:

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

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

9.3 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.3.2 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 Transitional Job Opportunity vendor.

9.3.3 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 Transitional Job Opportunity vendor.

9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor 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:

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

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

ASAP DRUG SOLUTIONS, INC.

By 
Name

Program Administrator
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

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

By _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

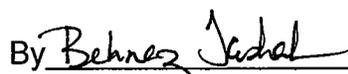
By 
Deputy County Counsel

EXHIBIT A
Statement of Work
Section I - Definitions

The following definitions apply to this Statement of Work describing the major responsibilities and duties of the County and the Contractor. The definitions used in the Statement of Work will have the following meaning, unless otherwise obvious from their use in the context.

1.0 DEPARTMENTAL PROGRAM MANAGER (DPM)

Departmental employee assigned to manage a given County department's Department of Transportation (DOT) drug testing program.

2.0 COUNTY CONTRACT MANAGER (CCM)

An employee of the Occupational Health Programs (OHP), Risk Management Branch, CEO, who is responsible for inspection of any or all tasks, deliverables, goods, services, or other work provided by or for the Contractor.

3.0 MEDICAL REVIEW OFFICER (MRO)

A licensed physician (Doctor of Medicine or Osteopathy) who meets the certification requirements of U.S. Department of Transportation (DOT).

4.0 SUBSTANCE ABUSE PROFESSIONAL (SAP)

A person who meets the SAP certification requirements of U.S. Department of Transportation (DOT).

5.0 PRE-PLACEMENT DOT DRUG TEST

A "Pre-Placement" DOT Drug test is a required test done prior to either the first time that an employee is asked to drive a commercial vehicle, or when a current driver needs to be added to the random testing database. Note that pre-placement DOT drug tests are not performed at the time of the County's pre-placement medical examination.

EXHIBIT A
Statement of Work
Section II – Contractor’s Services

1.0 SCOPE OF WORK

The Contractor shall take all necessary steps to:

- a) Provide drug and alcohol testing services for all County employees with Commercial Driver’s licenses according to the current DOT Rules (49 CFR Part 40, and Part 382), and consistent with permissible County prerogatives described in this document.
- b) Provide non-DOT drug and alcohol services as described in this document.
- c) Provide services as presented in their proposal submitted in response to the solicitation for these services including numerous ancillary and support functions as set forth in other sections throughout this document (for example, performance standards monitoring, or maintaining records).

2.0 TESTING FACILITIES/LAB ANALYSIS

- 2.1 Contractor shall ensure that all specimen collection staff have valid and current DOT Collector or Breath Alcohol Technician (BAT) certifications.
 - 2.1.1 Contractor shall send the CCM copies of DOT Collector or Breath Alcohol Technician certifications within thirty (30) days from certificate expiration.
- 2.2 Contractor shall ensure that DOT Collectors and BATs comply with qualification training requirements and error correction training procedures.
- 2.3 Contractor shall provide arrangements for timely transportation of specimens from collection sites to laboratories.
- 2.4 Contractor shall ensure that each collection site maintains the required minimum staffing of two full-time DOT Collectors and BATs.
- 2.5 Contractor shall maintain collection sites throughout the County, including at least one clinic in the northern-most area (Santa Clarita/Palmdale/Lancaster). At least two of these sites must be open on a 24-hour, 7 days-a-week basis for drug and/or alcohol urine and/or breath alcohol testing.
- 2.6 Contractor shall ensure that collection sites have a bathroom dedicated and used exclusively for urine drug collections. Bathrooms must comply with DOT requirements.

- 2.7 Contractor shall ensure that collection sites protect the security and integrity of urine collections in accordance with DOT guidelines. These include, but is not limited to:
 - 2.7.1 Securing any water sources or otherwise making them unavailable.
 - 2.7.2 Ensuring that the water in the toilet is blue.
 - 2.7.3 Ensuring that no soap, disinfectant, cleaning agents, or other possible adulterants are present.
 - 2.7.4 Taping or otherwise securing shut any movable toilet tank top or put bluing agent in the tank.
 - 2.7.5 Ensuring that undetected access is not possible.
- 2.8 Testing Maximum Time Limit: With the exception of a shy bladder, Contractor shall complete testing within one hour from the time of donor arrival.
- 2.9 Contractor shall provide an updated list of collection sites to the CCM and DPMs on contract start date, and as soon as possible following any subsequent changes.
- 2.10 Contractor shall ensure that collection sites have a maintenance supply of the Federal Drug Testing Custody, Collection and Control Forms (CCF) for both DOT and Non-DOT testing.

3.0 DOT TESTING

3.1 Database of Commercial Drivers

- 3.1.1 Contractor shall aggregate County departments as one employer for the purpose of DOT random testing and reporting.
- 3.1.2 The database of drivers subject to random testing shall be limited to those drivers who were either within the database as of 12/31/13, or who were given a pre-placement DOT drug test after 12/31/13 and whose result was negative.
- 3.1.3 Contractor shall instruct DPM's that addition of drivers to the database can only occur following a negative pre-placement DOT test.
- 3.1.4 Contractor shall provide each DPM with separate monthly lists of its employees subject to random DOT testing and employees subject to DOT follow-up testing, no later than the 28th of the prior month.

3.2 Testing Services

- 3.2.1 Each calendar year, the testing rate for random drug testing shall be 50% +/- 1% of the monthly enrollment average.
- 3.2.2 Each calendar year, the testing rate for random alcohol testing shall be 10% +/- 1% of the monthly enrollment average.
- 3.2.3 Contractor shall notify the CCM if the County is likely to fall more than 1% below the required DOT annual random testing percentages.

3.3 MRO Services

- 3.3.1 Contractor shall ensure that MRO review of all non-negative tests is initiated no later than the close of business on the business day following the report date of the non-negative test result. Initiation of the review process shall include, at a minimum, determination that the test result is negative; or placing a phone call to the laboratory, collection site, or employee whose sample is under review.
- 3.3.2 Specimens that are reported negative dilute shall be reported as "negative dilute" to the DPM and CCM with a recommendation for repeat testing immediately.
- 3.3.3 Contractor shall ensure the MRO or the MRO assistant makes reasonable efforts to reach the employee whose sample is under review at the day and evening telephone numbers listed on the CCF. Reasonable efforts include, as a minimum, three attempts, spaced reasonably over a 24-hour period. In the event the MRO or the MRO assistant cannot reach the employee, the following steps will be taken:
 - Documentation of the efforts made to contact the employee including dates and times.
 - Notification of the DPM to contact the employee and instruct the employee to call the MRO within 72 hours.

3.4 SAP Services

- 3.4.1 Contractor shall provide SAP services to all areas of the County.
- 3.4.2 At least one SAP in the Contractor's network must be available to conduct an initial intake interview within 5 business days of a request for interview by an employee who has recently provided a non-negative test result.

- 3.4.3 Following the initial intake interview, SAP shall track and follow-up with employees subject to rehabilitation until such time a negative return-to-duty test is obtained.
- 3.4.4 If the employee subject to rehabilitation fails to comply with the SAP's treatment recommendations or return-to-duty testing, the SAP will notify the DPM and CCM in writing with five (5) business days.
- 3.4.5 Contractor shall notify the appropriate DPM within two business days after return-to-duty testing is authorized by an SAP.
- 3.4.6 SAP Reporting:
- 3.4.6.1 Following the Initial Intake Interview Evaluation, Contractor shall provide a report to the employee, the DPM, and CCM within five (5) business days. The report shall include the following information:
- The SAP-recommended program which the employee is required to complete.
 - A specific timeframe the employee must complete the SAP-recommended program.
 - Instructions for the employee in the event there are any problems fulfilling their recommended program.
- 3.4.6.2 Following the Follow-Up Evaluation, Contractor shall provide the DPM and CCM a report within five (5) business days. The report shall include the following information:
- Whether the employee has met all SAP-recommended requirements.
 - If the employee is eligible to take a return-to-duty drug test.
 - The required DOT follow-up testing schedule upon a negative return-to-duty drug test result.

3.5 Expert Witness

Upon request, Contractor shall provide expert witness services, as needed from the MRO, SAP, and certifying scientist.

3.6 Consultative Services

Upon request, Contractor shall provide reasonable consultative services at no charge to the DPM and CCM regarding individual employees and policy/program questions.

3.7 Training Sessions

At times and places convenient to the County and on request, Contractor shall:

- Provide training sessions to supervisors on the physical, behavioral, speech, and performance indicators of probable alcohol and substance abuse.
- Develop the curriculum and training materials to ensure compliance with federal and state law.
- Provide audio, video, slides and other media products as needed.

3.8 Required Reporting

3.8.1 Results of Testing:

3.8.1.1 Contractor shall provide the DPM a written copy of all test results within two (2) business days post collection, unless there are testing complications or findings which require extended MRO involvement, or non-contact issues. In these cases, Contractor shall provide results within ten (10) business days post collection. Results must include employee name, department, date of collection, and substances detected (if any).

3.8.1.2 Contractor shall provide OHP a written copy of all non-negative test results, regardless of testing category, within two (2) business days post MRO evaluation. Results must include employee name, department, date of collection, and substances detected.

3.8.1.3 Contractor shall provide OHP with copies of Bottle "B" reanalysis test results within ten (10) business days from employee's request to reanalyze.

3.8.1.4 Contractor shall notify the respective DPM and CCM if an employee fails to comply with any follow-up testing or return-to-work testing requirements.

3.8.2 Annual and Semi-Annual Report: Within 30 days of the end of the calendar year, Contractor shall provide a written report to the CCM of that calendar year's testing statistics. This report shall

comply with federal DOT and California Highway Patrol reporting requirements.

3.8.3 Maintenance of Records: The Contractor shall maintain originals of all records according to relevant federal requirements.

3.8.4 High Risk Drivers: The Contractor shall ensure that their MRO's notify OHP within two (2) business days when the MRO becomes aware of medical information which indicates that:

- an employee may be medically unqualified to drive a commercial vehicle;
- continued performance by the employee of safety sensitive functions is likely to pose a significant safety risk; or
- an employee is using prescribed, potentially sedating medication or Marinol.

4.0 NON-DOT TESTING

The County's non-DOT testing program has three categories of testing, all of which require a split sample collection using a urine container with preservatives.

- Non-DOT Random
- Non-DOT Reasonable Suspicion
- Non-DOT Follow-Up

Upon request from an operating department, the Contractor will provide non-DOT testing services to employees as follows:

4.1 Testing Facilities

Contractor will ensure that collection of non-DOT urine specimens will be available at a subset of the collection facilities listed in Subparagraph 2.5 selected by the CCM.

4.2 Collection Procedures

Urine specimens will be collected in a manner consistent with current DOT Rules (49 CFR Part 40 and Part 382), with the exception of the following:

4.2.1 Breath alcohol shall not be performed for any non-DOT testing.

4.2.2 Bottle "B" containers shall be provided by the CCM and will contain NaF preservative (see Subparagraph 4.3).

4.2.3 Dilute Results: When urine results are dilute, Contractor shall repeat testing of Bottle "A" at the limit of detection rather than the standard cut-off values for the following six classes of compounds:

- Amphetamines
- Barbiturates
- Benzodiazepine
- Cannabinoids (Marijuana)
- Cocaine
- Opiates

4.2.4 Shy Bladder: DOT Shy Bladder time limits do not apply. Instead, the employee provide a specimen within four hours from the time of notification by the department (see authorization form by the County department).

4.2.6 DOT forms will not be used. Contractor will provide non-DOT authorization forms that are similar but not identical. The non-DOT authorization form shall include the following information:

- Time of Notification of employee by department
- Donor Arrival Time to Collection Site
- Donor Completion Time
- Instructions to collector that collection must be completed within 4 hours from the Time of Notification

4.3 Urine Containers with Preservatives

For Bottle "B," Contractor shall use a commercially prepared two-ounce urine container with a preservative consisting of approximately 750 mg of sodium fluoride (NaF). These containers will be provided to the Contractor by the CCM.

4.3.1 Contractor shall monitor the inventory of the urine containers with preservative and ensure each non-DOT collection site is stocked with at least 5 bottles at all times

4.3.2 Contractor shall give the County three months' notice when requesting for additional supplies of urine containers with preservatives.

4.4 Collection Staff

Urine specimens will be collected only by staff with current DOT Collector certificates.

4.5 Testing Panel and Cut-Off Values

The County utilizes two non-DOT panels

4.6.1 9-Substances Panel:

Drug	Initial Screen (EMIT)	Confirmation Test (GC/MS)
Amphetamines	Per SAMHSA	Per SAMHSA
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazapines	300 ng/ml	300 ng/ml
Cannabinoids (Marijuana)	Per SAMHSA	Per SAMHSA
Cocaine	Per SAMHSA	Per SAMHSA
Methadone	300 ng/ml	300 ng/ml
Opiates	Per SAMHSA	Per SAMHSA
PCP (Phencyclidine)	Per SAMHSA	Per SAMHSA
Urine Alcohol	0.05g%	0.05g%

4.6.2 16-Substances Panel: Includes 9-Substance Panel above plus 7 prescription drugs listed below:

Drug	Initial Screen (EMIT)	Confirmation Test (GC/MS)
Hydrocodone		300 ng/ml
Hydromorphone		300 ng/ml
Oxycodone	100 ng/ml	100 ng/ml
Tramadol	50 ng/ml	
Butalbital	300 ng/ml	300 ng/ml
Carisoprodol	1000 ng/ml	
Cyclobenzaprine	1000 ng/ml	

4.6 Laboratory Analysis

Contractor shall utilize only laboratories that are certified by SAMHSA for drug testing.

4.7 SAP Services

For non-DOT testing, these will be provided by in-house County staff.

4.8 MRO Services

For non-DOT testing, these will be provided by in-house County staff.

4.9 Required Reporting

Contractor shall report all test results to OHP. No results shall be reported to the operating departments. Results must include employee name, employee number, date of collection, and substances detected (if any).

4.9.1 Contractor shall provide OHP with copies of all 9-substance panel results within two (2) business days post collection

4.9.2 Contractor shall provide OHP with copies of all 16-substance panel results within five (5) business days post collection.

4.9.3 Contractor shall provide OHP with copies of all non-DOT Bottle "B" results within ten (10) business days from OHP's request for testing.

5.0 BILLING AND INVOICING

5.1 Frequency

Monthly billing in arrears for the services provided during the previous month.

5.2 Information Requirements

The Contractor shall submit both a detailed and summary invoice which must contain the information described below. Failure to provide complete invoices will result in delay or non-payment.

Detailed Invoice:

Date of Service
Employee Name
Services Provided
Cost of Services Provided
Name of County Department Approving Service

Summary Invoice:

Total Charges for each Department

5.3 Delivery of Invoices

The County prefers to have invoices sent electronically.

E-mail Invoices to ecastro@ceo.lacounty.gov

Regular mail:

Erlinda B. Castro
County of Los Angeles
Occupational Health Programs
Risk Management Branch, CEO
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

6.0 QUALITY ASSURANCE

6.1 Contractor's Quality Control Program

The Contractor shall immediately establish and maintain a Quality Control Plan to assure that requirements of this contract are met. The plan shall include, but not be limited to, the following:

- 6.1.1 The methods for assuring and verifying that Contractor staff are qualified and properly trained to perform the services required under the agreement and that they comply with applicable continuing education requirements.
- 6.1.2 A system for monitoring compliance with all the services listed in this Appendix B – Statement of Work. It must specify the activities inspected or audited on a scheduled or unscheduled basis, how often inspections or audits will be accomplished, and the title of the individual(s) who will perform the inspection or audit.
- 6.1.3 The methods for identifying and correcting deficiencies, and preventing further deficiencies in the quality of service performed under the contract if the performance level becomes unacceptable.
- 6.1.4 At a minimum, the Contractor's Quality Control Plan must include annual visits to each collection site by an inspector, or an inspection team, which includes person(s) who are DOT-certified as a Drug Test Collector(s) and Blood Alcohol Technician(s).
- 6.1.5 The Contractor shall prepare a report of its Quality Control Plan efforts and results and submit it to the CCM at the end of each calendar year of the contract term. Contractors must also submit site inspection reports to the CCM within thirty (30) days following each inspection.

6.2 County's Quality Assurance Monitoring Plan

The County shall monitor the Contractor's compliance with the requirements outlined in the Contract, and in the Performance Requirements Summary (PRS) Chart (Technical Exhibit 2).

6.2.1 County Observations: Besides departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract any time during normal business hours. However, these persons may not unreasonably interfere with the Contractor's performance.

6.2.2 Assessment of Fines: The CCM will notify the Contractor when a fine is being considered for failure to perform per the requirements of the PRS. Prior to assessment of any fines, the Contractor will be given an opportunity to present contrary evidence. Following review of this evidence the CCM will make a final decision and assess fines when indicated. These will be deducted from the next payment due to the Contractor.

6.2.3 Contract Discrepancy Report: For contract discrepancies that occur on a repeated basis, the CCM will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor shall respond in writing to the CCM within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. The Contractor shall also submit a correction plan of all deficiencies identified in the Contract Discrepancy Report to the CCM within ten (10) business days.

7.0 GREEN INITIATIVES

7.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

7.2 Contractor shall notify the CCM of Contractor's "green initiatives" prior to the Contract commencement.

8.0 RESPONSIBILITIES

8.1 County

The County will administer the Contract according to [Appendix A, Sample Contract](#)—Paragraph 6.0 (Administration of Contract-County) of the [Contract](#).

8.2 Contractor

- 8.2.1 Personnel: Contractor will administer the Contract according to ~~Appendix A, Sample Contract~~ Paragraph 7.0, (Administration of Contract-Contractor) of the Contract.
- 8.2.2 Transition Plan: The Contractor shall provide a smooth and seamless transition of program management including but not limited to:
- Obtaining all electronic and hard copy records or reports maintained by the County's current vendor through December 31, 2013.
 - Assist County in any storage decisions on inactive project records turned over by vendor.
 - Assume monitoring responsibilities of SAP referrals for employees who have not had a negative return-to-duty test.
- 8.2.3 Orientation: The Contractor shall provide an orientation session at no charge to demonstrate proper use of program support materials for County managers or supervisors as requested by the DPM or CCM.
- 8.2.4 Contractor must have a database system for managing DOT Program enrollments and generating random test lists from data provided by the County.
- 8.2.5 Contractor's Contract Manager and key Contractor personnel must be available Monday through Friday, 9:00 a.m. through 5:00 p.m. by telephone or pager for consultation with the CCM.
- 8.2.6 Contractor's Contract Manager must be available to attend meetings throughout the year at times and places convenient to the County upon the County's request, without additional cost to the County.

EXHIBIT B

PRICE SCHEDULE

SERVICE/COMPONENT DESCRIPTION	Unit Price Years 1-3	Unit Price Year 4	Unit Price Year 5
1. Urine collection and analysis per DOT regulations. Pricing includes any same-day repeat collections, GC/MS and/or 6–Acetylmorphine confirmation testing, and any required MRO services.	\$38.00	\$39.00	\$40.00
2. Split specimen testing (second laboratory) if primary test is adulterated or substituted. Includes handling charges.	\$140.00	\$140.00	\$140.00
3. Split specimen GC/MS Test (second laboratory). Includes handling charges.	\$140.00	\$140.00	\$140.00
4. D/L confirmation if positive for amphetamines and MRO deems necessary.	\$35.00	\$35.00	\$35.00
5. Breath alcohol test including confirmatory testing as needed.	\$33.00	\$33.00	\$33.00
6. Substance abuse professional services. Price per non-negative test result.	\$300.00	\$300.00	\$300.00
7. Supervisor training program materials and two-hour training session. Price per hour.	\$125.00	\$125.00	\$125.00
8. Expert Witness including MRO, SAP or Certifying Scientist. Price per hour.	\$400.00	\$400.00	\$400.00
9. Additional physician review for shy bladder, shy lung, and/or opiates. Price per review.	\$0.00	\$0.00	\$0.00
10. Urine collection and analysis of Non-DOT Substance Abuse Panel plus Urine Alcohol (9 substance). Pricing includes any same-day repeat collections, GC/MS and/or 6–Acetylmorphine confirmation testing (DOES NOT INCLUDE MRO SERVICES).	\$38.00	\$38.00	\$38.00
11. Same as Service Component #10 but also includes testing for the following substances: Hydrocodone, Hydromorphone, Propoxyphene, Oxycodone, Tramadol, Butabitol, Carisprodol, and Cyclobenzaprine. Includes GC/MS and/or 6–Acetylmorphine confirmation testing of all substances except Tramadol.	\$62.00	\$62.00	\$62.00
12. Tramadol confirmation. If confirmed a positive screen result, the specimen will be sent out to a confirmation lab.	\$41.00	\$41.00	\$41.00
13. Drug screen at Detection Limits (for six classes of compounds: Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana, and Opiates).	\$55.00	\$55.00	\$55.00

EXHIBIT C

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

ASAP Drug Solutions, Inc.

Contractor Name

455 East Carson Plaza Dr., Carson, CA 90746

Address

33-0802876

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

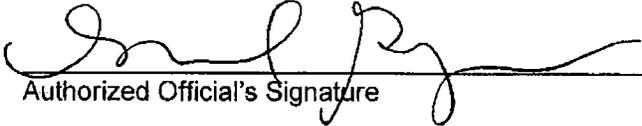
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Sheila Guzman, Program Administrator

Authorized Official's Printed Name and Title



Authorized Official's Signature

09/17/2013

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT ADMINISTRATOR:

Name: Steven E. Nyblom
Title: Manager, CEO
Address: 3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Telephone: (213) 738-2214
Facsimile: (213) 637-0822
E-Mail Address: snyblom@ceo.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Robert Chavez
Title: Chief Program Specialist
Address: 3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
Telephone: (213) 351-6433
Facsimile: (213) 637-0822
E-Mail Address: rchavez@ceo.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Erlinda Castro

Title: Program Specialist IV

Address: 3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010

Telephone: (213) 738-2219

Facsimile: (213) 637-0822

E-Mail Address: ecastro@ceo.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** ASAP Drug Solutions, Inc.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Sheila Guzman
Title: Program Administrator
Address: 455 East Carson Plaza Dr.
Carson, CA 90746
Telephone: (562) 624-2720
Facsimile: (562) 624-2724
E-Mail Address: sheilag@asapdrugsolutions.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Dr. Helen Tang
Title: Vice President
Address: 455 East Carson Plaza Dr.
Carson, CA 90746
Telephone: (562) 624-2720
Facsimile: (562) 624-2737
E-Mail Address: helent@asapdrugsolutions.com

Name: Sheila Guzman
Title: Program Administrator
Address: 455 East Carson Plaza Dr
Carson, CA 90746
Telephone: (562) 624-2720
Facsimile: (562) 624-2724
E-Mail Address: sheilag@asapdrugsolutions.com

Notices to Contractor shall be sent to the following:

Name: Sheila Guzman
Title: Program Administrator
Address: 455 East Carson Plaza Dr
Carson, CA 90746
Telephone: (562) 624-2720
Facsimile: (562) 624-2724
E-Mail Address: sheilag@asapdrugsolutions.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE 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 _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G-2

CONTRACTOR NON-EMPLOYEE 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 _____ Contract No. _____

Non-Employee 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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with 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
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

EXHIBIT H
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: 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)

EXHIBIT H
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW

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. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

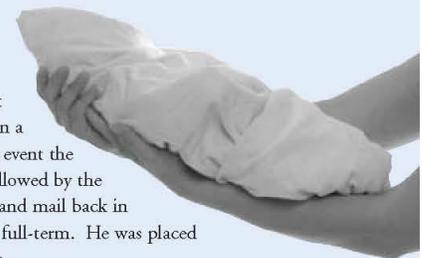
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself 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 anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The 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.



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



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, 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 pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen 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 trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



TECHNICAL EXHIBITS

**APPENDIX C
TECHNICAL EXHIBITS
TABLE OF CONTENTS**

<u>Exhibits</u>	<u>Page</u>
1	CONTRACT DISCREPANCY REPORT.....
2	PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
3	CONTRACTOR STATISTICAL DATA REPORT

TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENT SUMMARY CHART

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Contract – Subparagraph 4.3 Contractor to Notify County within 6 Months of Expiration of Contract	Contractor shall notify CCA when this Contract is within 6 months from the expiration of the term.	Submission of Notification to Contract Manager or designee.	Provide notification no later than one week after twelve (12)-month pre-expiration period begins.
Contract – Subparagraph 5.4 Invoices and Payments	Contractor shall bill County and prepare invoices in accordance with requirements.	Submission of Invoice to Contract Manager or designee.	Accurate, detailed, timely – 100% of the time
Contract – Subparagraph 7.1 Contractor’s Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and observation by Contract Manager or designee.	Within 1 week of any change – 100% of time
Contract – Subparagraph 7.4 Confidentiality	Contractor shall cause each employee to sign and adhere to the “Contractor Employee...Confidentiality Agreement.”	Submission of Proof to Contract Manager or designee.	Within 1 week of employment start date – 100% of time
Contract – Subparagraph 8.5 Complaints	Contractor shall provide County with Contractor’s policy for receiving, investigating and responding to County DPM complaints.	Submission of Policy to Contract Manager or designee.	Submission of policy within 90 business days after contract start date.
Contract – Subparagraph 8.25.1 Evidence of General Liability Insurance	Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Manager.	Submission of all Certificates to Contract Manager or designee.	Timely and conforming submittal of all insurance certificates.
Contract – Subparagraph 8.25.2 Evidence of Automobile Liability	Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Manager.	Submission of all Certificates to Contract Manager or designee.	Timely and conforming submittal of all insurance certificates.
Contract – Sub-paragraph 8.25.3 Evidence of Workers’ Comp/Employers Liability Ins.	Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Manager.	Submission of all Certificates to Contract Manager or designee.	Timely and conforming submittal of all insurance certificates.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Contract – Subparagraph 8.25.4 Evidence of Professional Liability Insurance	Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Contract Manager.	Submission of all Certificates to Contract Manager or designee.	Timely and conforming submittal of all insurance certificates.
Contract – Subparagraph 8.30 Notice of Delays	Contractor shall notify Contract Manager of any situation that is/may delay provision of services.	Observation by Contract Manager or designee.	Provide information within one (1) business days prior to delay of services.
Contract – Subparagraph 8.37 Publicity	Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials without the prior written consent of the CCA.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Contract – Subparagraph 8.38 Record Retention & Inspection/Audit Settlement	Contractor shall maintain accurate and complete financial, employment and other records relating to this Contract.	Inspection and observation by Contract Manager or designee.	Access to such records within one week of Contract Manager's request.
Contract – Subparagraph 8.40 Subcontracting	Contractor shall adhere to all requirements and obtain County's written approval prior to subcontracting any work.	Inspection and Observation by Contract Manager.	Access such records within one week of Contractor Manager's request. Adhere to requirement 100% of time.
Statement of Work – Paragraph 1.0 Scope of Work	Contractor shall provide testing consistent with DOT regulations.	Observation by Contract Manager or designee	Contractor shall never perform pre-placement alcohol testing.
Statement of Work – Subparagraph 2.1 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that all specimen collection staff have valid and current DOT or BAT certifications.	Submission of certification copies to Contract Manager.	100% of testing will be done by staff with current DOT or BAT certifications. \$35 penalty per occurrence.
Statement of Work – Subparagraph 2.2 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that DOT Collectors and BATs comply with qualification training requirements and error correction training procedures.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 2.3 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall provide arrangements for timely transportation of specimens from collection sites to labs.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 2.4 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that each collection site maintains the required minimum staffing of two full-time DOT Collectors and BATs.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 2.5 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall maintain collection sites throughout the County with one in the Santa Clarita/Palmdale/Lancaster area. At least two of the sites must be open 24 hours a day, 7 days a week for both urine and breath alcohol testing.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 2.6 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that collection sites have a bathroom dedicated and used exclusively for urine drug collections. Bathrooms must comply with DOT requirements.	Inspection and observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 2.7 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that collection sites protect the security and integrity of urine collections in accordance with DOT guidelines.	Inspection and observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 2.8 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall complete testing within one hour from the time of donor arrival, with the exception of a shy bladder.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 2.9 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall provide an updated list of collection sites to CCM and DPMs on contract start date and following any subsequent changes.	Submission of List to Contract Manager or designee.	Submit list within one week of change.
Statement of Work – Subparagraph 2.10 DOT Testing: Testing Facilities/Lab Analysis	Contractor shall ensure that collection sites have a maintenance supply of Federal Drug Testing Custody, Collection and Control Forms (CCF) for both DOT and Non-DOT testing.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 3.1.2 DOT Testing: Database of Commercial Drivers	Contractor shall limit the database of drivers subject to random testing to those who were within the database as of 12/31/13 or who were given a pre-placement DOT drug test after 12/31/013 with a negative result.	Observation by Contract Manager or designee	Adhere to requirement 100% of time.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 3.1.3 DOT Testing: Database of Commercial Drivers	Contractor shall not add drivers to the database unless they resulted in a negative pre-placement DOT test.	Observation by Contract Manager or designee	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 3.1.4 DOT Testing: Database of Commercial Drivers	Contractor shall provide each DPM with a monthly list of employees requiring testing	Observation by Contract Manager or designee	Provision of lists to each DPM no later than the 28 th of the prior month.
Statement of Work – Subparagraph 3.2.1 DOT Testing: Testing Services	Contractor shall ensure that the calendar year County-wide testing rate for random drug testing shall be 50% +/- 1% of the monthly enrollment average.	Observation by Contract Manager or designee.	For each calendar year, the testing rate shall be no lower than 49.0%, and no higher than 51.0%. No rounding is permitted. \$500 penalty per occurrence.
Statement of Work – Subparagraph 3.2.2 DOT Testing: Testing Services	Contractor shall ensure that the calendar year County-wide testing rate for random alcohol testing shall be 10% +/- 1% of the monthly enrollment average.	Observation by Contract Manager or designee.	For each calendar year, the testing rate shall be no lower than 9.0%, and no higher than 11.0%. No rounding is permitted. \$500 penalty per occurrence.
Statement of Work – Subparagraph 3.2.3 DOT Testing: Testing Services	Contractor shall notify the CCM if the County is likely to fall more than 1% below the required DOT annual random testing percentages.	Observation by Contract Manager or designee.	Contractor shall notify CCM within one business day of knowledge 100% of time.
Statement of Work – Subparagraph 3.3.1 DOT Testing: MRO Services	Contractor shall ensure that MRO initiates a review of all non-negative tests which includes, at a minimum, determination that the test result is negative; or placing a phone call to the laboratory, collection facility, or employee whose sample is under review.	Observation by Contract Manager or designee.	Contractor shall ensure that MRO review of all non-negative tests is initiated no later than the close of business on the business day following the report date of the non-negative result.
Statement of Work – Subparagraph 3.3.2 DOT Testing: MRO Services	Negative dilute specimens shall be reported as “negative dilute” to the DPM with a recommendation for repeat testing immediately.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 3.3.3 DOT Testing: MRO Services	Contractor shall ensure the MRO or the MRO assistant makes reasonable efforts to reach the employee whose sample is under review at the day and evening telephone numbers listed on the CCF.	Observation by Contract Manager or designee.	Contractor shall ensure the MRO or the MRO assistant makes three attempts, spaced reasonably within a 24-hour period.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 3.3.3 DOT Testing: MRO Services	Contractor shall ensure, the MRO or the MRO assistant document the efforts made to contact the employee, including dates and times in the event the employee cannot be reached.	Observation by Contract Manager or designee.	Contractor shall notify the DPM to contact the employee and instruct the employee to call the MRO within 72 hours.
Statement of Work – Subparagraph 3.4.1 DOT Testing: SAP Services	Contractor shall provide individuals access to SAP services to all areas of the County.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 3.4.2 DOT Testing: SAP Services	least one SAP in the Contractor's network must be available to conduct an initial intake interview within 5 business days of a request for interview by an employee who has recently provided a non-negative test result.	Observation by Contract Manager or designee	Adhere to requirement 100% of time
Statement of Work – Subparagraph 3.4.3 DOT Testing: SAP Services	Following the initial interview, services include tracking and follow-up of employees subject to rehabilitation until such time as a negative return-to-duty test is obtained.	Observation by Contract Manager or designee	Adhere to requirement 100% of time
Statement of Work – Subparagraph 3.4.4 DOT Testing: SAP Services	If the employee fails to comply with the SAP's treatment recommendations or return-to-duty testing, the SAP will notify the DPM in writing.	Observation by Contract Manager or designee	100% of the time, breaches shall be reported to DPMs within five business days.
Statement of Work – Subparagraph 3.4.5 DOT Testing: SAP Services	Contractor shall notify the DPM after the SAP gives authorization for the employee to take a return-to duty test.	Observation by Contract Manager or designee	100% of the time, notification to DPMs shall occur within two business days.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 3.4.6.1 DOT Testing: SAP Services: SAP Reporting	Contractor shall provide a report to the employee, DPM, and CCM upon completion of the employee's Initial Intake Interview Evaluation .	Observation by Contract Manager or designee	100% of the time. The report shall be submitted to the employee, DPM, and CCM shall occur within five business days. The report must include the following: SAP-recommended program, timeframe employee is expected to complete the program, and instructions for the employee in the event the employee encounters any problems fulfilling the program.
Statement of Work – Subparagraph 3.4.6.2 DOT Testing: SAP Services: SAP Reporting	Contractor shall provide a report to the County DPM and CCM upon completion of the employee's Follow-Up Evaluation .	Observation by Contract Manager or designee	100% of the time. The report shall be submitted to the employee, DPM, and CCM shall occur within five business days. The report must include the following: Whether or not the employee met all the SAP recommended requirements, employee is eligible to take a return-to-duty drug test, and the required DOT follow-up testing schedule.
Statement of Work – Subparagraph 3.6 DOT Testing: Consultative Services	Contractor shall provide consultative services to the DPM and CCM about individual employees and on policy and program questions.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 3.7 DOT Testing: Training Sessions	Contractor shall develop curriculum and provide training sessions with the necessary materials to supervisors on the physical, behavioral, speech, and performance indicators of probable alcohol and substance abuse to ensure compliance with federal and state law.	Observation by Contract Manager or designee.	Contractor shall provide training within ten (10) business days from the request.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 3.8.1.1 DOT Testing: Required Reporting: Results of Testing	Contractor shall provide the DPM with accurate and timely results in writing of all tests.	Submission of results to DPM.	Test results shall be reported to DPMs within two business days of collection unless testing complications or findings require extended MRO involvement, or there are non-contact issues. In these cases, 100% of results shall be reported no later than ten (10) business days post-collection.
Statement of Work – Subparagraph 3.8.1.2 DOT Testing: Required Reporting: Results of Testing	Contractor shall provide copies of all non-negative test results to Occupational Health Program (OHP), regardless of testing category. Results must include employee name, department, date of collection, and substances detected (if any).	Submission of results to Contract Manager or designee.	100% of non-negative test results shall be reported to OHP no later than two (2) days post MRO evaluation.
Statement of Work – Subparagraph 3.8.1.3 DOT Testing: Required Reporting: Results of Testing	Contractor shall provide OHP with copies of “Bottle B” reanalysis test results.	Submission of results to Contract Manager or designee.	100% of Bottle B reanalysis results shall be reported to OHP within ten (10) business days from employee’s request for reanalysis.
Statement of Work – Subparagraph 3.8.1.4 DOT Testing: Required Reporting: Results of Testing	Contractor shall notify the respective DPM and CCM if an employee fails to comply with any follow-up testing or return-to-work testing requirements.	Notification to Contract Manager and DPM.	Contractor shall provide notification to respective DPM and CCM within one (1) business day of employee’s non-compliance.
Statement of Work – Subparagraph 3.8.2 DOT Testing: Required Reporting – Annual and Semi-Annual Report	Contractor shall provide a written report to the CCM of that calendar year’s testing statistics. The report shall comply with the federal DOT and California Highway Patrol reporting requirements.	Contractor submission to Contract Manager or designee.	For each calendar year, provide the Contract Administrator a report within 30 days of the year’s mid-point and within 30 days of the end of the calendar year.
Statement of Work – Subparagraph 3.8.3 DOT Testing: Required Reporting – Maintenance of Records	Contractor shall maintain originals of all records according to relevant federal requirements.	Inspection and observation by Contract Manager or designee.	Access to records within one week of Contract Manager’s request.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 3.8.4 DOT Testing: Required Reporting – High Risk Drivers	The OHP shall be notified when an MRO believes that an employee may be medically unqualified to drive a commercial vehicle, that continued performance by the employee of safety-sensitive functions is likely to pose a significant safety risk, or the employee is using prescribed potentially sedating medication or Marinol.	Randomly timed interviews with MROs by Contract Manager or designee.	100% of incidents, the Contractor shall ensure that their MROs notify OHP within two (2) business days.
Statement of Work – Subparagraph 4.1 Non-DOT Testing: Testing Facilities	Contractor will ensure that collection of non-DOT urine specimens will be available at a subset of the collection facilities listed in Subparagraph 2.5 selected by the CCM.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 4.2 Non-DOT Testing: Collection Procedures	Contractor will collect urine specimens in a manner consistent with current DOT Rules (49 CFR Part 40 and Part 382) with the exception that: breath alcohol shall not be performed; Bottle “B” containers shall contain NaF preservative; repeat testing of Bottle “A” at the limit of detection when urine results are dilute; employee must provide a specimen within four hours from the time of notification regardless of shy bladder; and DOT forms will not be used. Contractor will provide forms that are similar but not identical.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 4.3 Non-DOT Testing: Urine Containers with Preservatives	Contractor will ensure that a commercially prepared, 2 oz. urine container with a preservative (provided by the CCM) are used by collectors for non-DOT Bottle “B” collections.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 4.3.1 Non-DOT Testing: Urine Containers with Preservatives	Contractor will ensure that each non-DOT collection facility is stocked with urine containers with preservative.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time. Non-DOT collection facility must have five (5) urine containers with preservative at all times.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 4.3.2 Non-DOT Testing: Urine Containers with Preservatives	Contractor will request the CCM to order additional supplies of urine containers with preservative prior to exhausting all containers at the non-DOT collection facilities.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time. Contractor must request supplies within three (3) months prior to exhausting all urine containers with preservative.
Statement of Work – Subparagraph 4.4 Non-DOT Testing: Collection Staff	Contractor will ensure that collection of urine specimens will be collected only by staff with current DOT Collector certificates.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 4.5 Non-DOT Testing: Testing Panel and Cut-Off Values	Contractor will ensure that all non-DOT testing includes the County-specified substance panels with the cut-off values as stated in this subparagraph.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 4.6 Non-DOT Testing: Lab Analysis	Contractor shall utilize only laboratories that are certified by SAMHSA for drug testing.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 4.9 Non-DOT Testing: Required Reporting	Contractor shall provide OHP with copies of all test results. Results must include employee name, employee number, date of collection, and substances detected (if any). No results are reported directly to the operating departments.	Submission of invoice to Contract Manager or designee.	Test results shall be reported to the OHP no later than: two (2) business days post-collection for all 9-substance panels; five (5) business days post collection for all 16-substance panels; and ten (10) business days from OHP's request for testing for all Bottle "B" reanalysis.
Statement of Work – Paragraph 5.0 Billing and Invoicing	Contractor shall submit both a detailed and summary invoice for services provided during the previous month. Invoice must contain the required information. Billing shall be in arrears.	Submission of invoice to Contract Manager or designee.	Contractor shall submit invoice to Contract Manager or designee by the 30 th of each month.
Statement of Work – Subparagraph 6.0 Quality Assurance	Contractor shall immediately establish and maintain a Quality Assurance Plan to assure that requirements of the Contract's Statement of Work (SOW) are met.	Contractor submission to Contract Administrator or designee of annual report of compliance monitoring efforts and results.	Completeness of Plan showing monitoring activity, criteria, and performance standards for 95% of all services in the SOW. Report noting inspection detail, results, deficiency correction.

Performance Reference	Service	Monitoring Method	Performance Standard/Assessment @ \$35 per occurrence except as noted
Statement of Work – Subparagraph 6.1.4 Quality Assurance: Contractor’s Quality Control Program	Contractor’s Quality Assurance Plan must include annual visits to each collection site.	Contractor submission to Contract Administrator or designee of site inspection reports.	Each collection site shall be inspected by an inspector, or an inspection team, which includes person(s) who are DOT-certified as a Drug Test Collector(s) and Blood Alcohol Technician(s). A report must be submitted to the Contract Administrator within 30 days following each inspection.
Statement of Work – Subparagraph 6.1.5 Quality Assurance: Contractor’s Quality Control Program	Contractor shall prepare a report of its Quality Control Plan efforts and results and submit it to the CCM along with the site inspection reports.	Submission of reports to Contract Manager or designee.	Contractor’s Quality Control Plan efforts and results shall be submitted to the CCM at the end of each calendar year of contract term. Site inspection reports shall be submitted to the CCM within 30 days following each inspection.
Statement of Work – Subparagraph 8.2.1 Responsibilities: Contractor	Contractor will administer the Contract according to Appendix A, Sample Contract Paragraph 7.0, Administration of Contract-Contractor.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 8.2.2 Responsibilities: Contractor	Contractor shall provide a smooth and seamless transition of program management.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.
Statement of Work – Subparagraph 8.2.3 Responsibilities: Contractor	Contractor shall provide an orientation session to demonstrate use of program support materials for County managers or supervisors as requested by the DPM or CCM.	Observation by Contract Manager or designee.	Contractor shall provide orientation within ten (10) business days from the request
Statement of Work – Subparagraph 8.2.4 Responsibilities: Contractor	Contractor must have a database system for managing DOT Program enrollments and generating random test lists from data provided by the County.	Observation by Contract Manager or designee.	Adhere to requirement 100% of time.

Appendix C
TECHNICAL EXHIBIT 3

CONTRACTOR STATISTICAL DATA REPORT



ASAP Drug And Alcohol Test Annual Report

COMPANY STATISTICAL DATA REPORT - CONFIDENTIAL

Client: FMCSA/LA **Date:** 02/26/2013
Address: 455 East Carson Plaza Drive **Telephone Number:** (562)628-1470
Prepared by: A.S.A.P. Drug Solutions, Inc. **Report Period:** 01/01/2012 thru 12/31/2012

I certify that all information contained in this report has been accurately answered and all portions of 49 CFR Part 199 & 40 are being followed:

Signature: _____ **Title:** _____

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# of Covered Employees in Pool (average total)	956	954	950	953	958	956	959	967	933	944	951	951	
Total Specimens Collected	44	44	49	55	58	43	43	59	46	55	52	51	599
# of Specimens Verified Negative	43	43	49	55	58	43	42	58	45	55	50	50	591
# of Specimens Verified Positive	1							1	1		2	1	6
# of Specimens Verified Positive More than One Drug													0
Percent(%) Random Drug Tested	3.87	3.46	4.53	4.41	4.18	3.66	3.86	4.34	4.18	4.13	4	4.73	49.34
# of Blind Specimens Completed													0
Total Alcohol Screen Performed	8	13	9	15	13	9	15	7	10	12	11	8	130
# of Alcohol Tests Verified Negative	8	13	9	13	13	9	15	7	10	12	11	8	128
# of Alcohol Tests Verified Positive				1									1
# of Specimens (Drug) Plus Alcohol Tests Verified Positive													0
Percent(%) Random Alcohol Tested	0.73	0.84	0.74	0.94	0.73	0.63	1.25	0.41	0.86	0.95	0.84	0.63	9.55
NUMBER OF DRUG TESTS BY TYPE													
Pre-employment	4	5	2	8	12	5	2	15	4	14	10	4	85
Random	37	33	43	42	40	35	37	42	39	39	38	45	470
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty		1			1								2
Follow-Up	3	5	4	5	5	3	4	2	3	2	4	2	42

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# OF ALCOHOL SCREENING TESTS BY TYPE													
Pre-employment				1									1
Random	7	8	7	9	7	6	12	4	8	9	8	6	91
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty		1			1								2
Follow-Up	1	4	2	5	5	3	3	3	2	3	3	2	36
# OF ALCOHOL CONFIRMATION TESTS BY TYPE													
Pre-employment													0
Random				1									1
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty													0
Follow-Up													0
# OF CONFIRMATION ALCOHOL TESTS RESULTS EQUAL TO OR GREATER THAN 0.02, BUT LESS THAN 0.04													
Pre-employment													0
Random													0
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty													0
Follow-Up													0
# OF CONFIRMATION ALCOHOL TEST RESULTS EQUAL TO OR GREATER THAN 0.04													
Pre-employment													0
Random				1									1
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty													0
Follow-Up													0
ALCOHOL & DRUG/TRANING EDUCATION													
Number of Supervisors Who Received Initial Training													

REFER TO THE FOLLOWING PAGES FOR POSITIVE AND/OR REFUSAL TO TEST INFORMATION

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# VERIFIED POSITIVE FOR DRUGS BY TYPE													
Pre-employment	1							1					2
Random								1		2	1		4
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty													0
Follow-Up													0
FUNCTION PERFORMED/COVERED POSITION													
Operation/Maintenance/Emergency Response													
# OF SPECIMENS VERIFIED POSITIVE FOR EACH TYPE OF DRUG													
Marijuana (Cannabinoids)											1		1
Cocaine								1					1
Opiates													0
Amphetamines							1			2			3
Phencyclidine(PCP)													0
DISPOSITION OF EMPLOYEE/ACTION TAKEN													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF PERSONS DENIED A COVERED POSITION DUE TO + DRUG TEST													
# OF PERSONS RETURNED TO DUTY WITH +DRUG TEST/REFUSAL													
# OF EMPLOYEES WHO REFUSED TO SUBMIT TO:													
Random													
Other(Non Random)													
ACTION TAKEN ON REFUSALS													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													

TEST PERIODS (i.e., monthly, quarterly, etc.)	1ST QTR			2ND QTR			3RD QTR			4TH QTR			TOTALS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	(Cumulative)
# VERIFIED POSITIVE FOR ALCOHOL TESTS BY TYPE													
Pre-employment													0
Random				1									1
Post Accident													0
Reasonable Suspicion/Cause													0
Return-to-Duty													0
Follow-Up													0
FUNCTION PERFORMED/COVERED POSITION													
Operation/Maintenance/Emergency Response													
# OF EMPLOYEE WHO ENGAGED IN ALCOHOL MISUSE WHO WERE RETURN TO DUTY IN A COVERED POSITION													
DISPOSITION OF EMPLOYEE/ACTION TAKEN ON POSITIVES EQUAL TO OR GREATER THAN .04													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF PERSONS DENIED A COVERED POSITION DUE TO +ALCOHOL													
# OF EMPLOYEES WHO REFUSED TO SUBMIT													
ACTION TAKEN ON RESUSALS													
No Longer Employed with Company													
Reassigned to Non-covered Functions													
Entered Rehabilitation, if applicable and/or returned to covered functions													
Other(specify)													
# OF EMPLOYEES WHO VIOLATED ALCOHOL PROVISIONS													
While Performing Safety-Sensitive Functions													
Within 4 Hours of Performing Safety-Sensitive Functions													
Before Taking a Required Post-Accident Alcohol Test													