

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



123

SUBMITTAL DATE:
June 15, 2010

FROM: Department of Public Social Services

SUBJECT: Agreement with Medtox Laboratories, Inc as overall lowest bidder

RECOMMENDED MOTION:

That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreements # CS-01659 and # AS-01696 with Medtox Laboratories, Inc for the period of July 1, 2010 - June 30, 2011, as overall lowest bidder, for an amount not to exceed a cumulative total of \$219,667 annually for 3 years.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Patricia Reynolds

Patricia Reynolds, Assistant Director for
Susan Loew, Director

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 219,667 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 10/11 |

| | | |
|--|---|--------------------------|
| SOURCE OF FUNDS: | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| IHSS - Federal - 50%; County - 50% | | |
| CSD - Federal - 47.6%; State - 33.3%; County - 2.6%; Realignment - 16.5% | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: District: All **Agenda Number:**

3.22

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Billy Connett County Purchasing Department
Patricia Reynolds Departmental Concurrence
Debra Cournoyer County Counsel

TO: BOARD OF SUPERVISORS **DATE:** June 22, 2010

SUBJECT: Agreement with Medtox Laboratories, Inc as overall lowest bidder

BACKGROUND:

Urine drug testing and specimen collection services are critical to the operations of both Children's Services (CSD) and IHSS PA. CSD uses randomized and on-demand urine drug testing to assure that parents involved with CSD maintain a drug-free lifestyle.

The In-Home Supportive Services Division requires drug and alcohol screenings of prospective IHSS Home Care Workers. The IHSS PA has an established Registry of Home Care Workers that are matched with elderly and disabled IHSS Consumers needing care. As part of the process of being placed on the Registry, the IHSS PA requires thorough background and drug/alcohol screenings on each Home Care Worker.

As a result of RFP DPARC-142, the County received five proposals. The evaluation team thoroughly reviewed the contents of each proposal and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, price reasonableness, references, financial status and the vendor's ability to meet the County's needs. Medtox Laboratories, Inc. received the highest score and it is therefore requested that the Board approve the Evaluation Committee's recommendation to award with Medtox Laboratories, Inc.

PRICE REASONABLENESS:

Purchasing released a Request for Proposal, mailing solicitations to 45 companies and advertising on the County's Internet. Five (5) responses were received, with proposals submitted by five (5) vendors.

The proposals were reviewed by an evaluation team consisting of personnel from DPSS, Children's Services and In-Home Supportive Services. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, description of services, credentials and licenses, references and the overall cost. Medtox Laboratories, Inc was selected as the most responsive/responsible vendor, submitting an historical annual cost of \$219,667. The evaluators used last year's historic usage for a total cost. The other bidders proposed fees ranging from \$209,427 to \$361,175.

The other factor for total cost was training employees. If a new vendor was selected for the online database usage feature, the estimated soft-cost to train employees is estimated to be about \$50,100 for approximately two (2) hours each employee, for a total of 586 county workers. Training would consist of, new County vendor login and ID number, control of custody forms for testing, reports for client results, how to sort for each Social Worker case, out of state control of custody, etc. The difference between soft cost for this training of \$50,100 and the total cost of the lowest priced vendor is approximately \$20,000 lower, over the 3 year period.

The evaluation committee recommends that the award be given to Medtox Laboratories, Inc., as the most responsive/responsible vendor with the annual amount of \$219,667.

FINANCIAL: No County funds are required.

ATTACHMENT(S):

Agreement # CS-01659 & Agreement # AS-01696

CONCUR/EXECUTE: County Purchasing

SL:ko:kjb

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

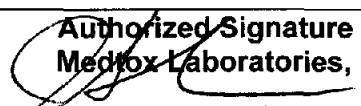
SERVICES CONTRACT: CS-01659
 CONTRACTOR: Medtox Laboratories, Inc
 CONTRACT TERM: July 1, 2010 - June 30, 2011
 MAXIMUM REIMBURSABLE AMOUNT: \$204,667

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide urine drug testing and specimen collection services services.

WHEREAS, Medtox Laboratories, Inc is qualified to provide urine drug testing and specimen collection services services:

WHEREAS, DPSS desires Medtox Laboratories, Inc, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

| | |
|--|--|
| Authorized Signature for County: | Authorized Signature for Medtox Laboratories, Inc  |
| Printed Name of Person Signing: Marion Ashley | Printed Name of Person Signing: James Schoonover |
| Title: Chair of the Board of Supervisors | Title: Vice President, Sales and Marketing |
| Address: 4080 Lemon Street Riverside, CA 92501 | Address: 402 West County Road D St. Paul, MN 55112 |
| Date Signed: | Date Signed: 5/26/10 |

FORM APPROVED COUNTY COUNSEL
 BY  5/20/10
 LARISA R-MCKENNA DATE

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- C. "SSW" refers to a CSD Social Services Worker.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and Medtox Laboratories, Inc
- B. DPSS may monitor the performance of Medtox Laboratories, Inc in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Refer clients to the Contractor using the agreed-upon referral procedures.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between Medtox Laboratories, Inc and DPSS.
2. Provide drug testing and specimen collection as follows:
3. Provide drug specimen collection sites throughout Riverside County as listed in the table below. A list of zip codes for each zone is attached hereto as Exhibit A of this agreement, and incorporated herein by this reference.

| Zone | Minimum number of collection sites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (PST) | Minimum number of collection sites available Monday through Friday from 5:00 p.m. – 8:00 a.m. (PST) and all day Saturday and Sunday |
|------|---|---|
| 1 | 8 | 5 |
| 2 | 5 | 3 |
| 3 | 3 | 2 |

- a. Provide a minimum of 12 "out-of-County" collection sites within the surrounding counties. The surrounding counties include: Orange County, San Diego County, San Bernardino County, Los Angeles County, and Imperial County. In addition, the Contractor must provide collection sites throughout the United States as requested at no additional cost to the County.
- b. Provide drug testing for the following drugs at the cutoff concentration levels listed in the table below:

| Drug Class | Initial Drug Test Cutoff Concentration (nanograms/milliliter) | Confirmatory Drug Test Cutoff Concentration (nanograms/milliliter) |
|-----------------------|--|---|
| Alcohol | 0.020 BAC | 0.020 BAC |
| Amphetamines | 1000 | 500 |
| Methamphetamine | -- | 500 |
| Benzodiazepine | 300 | 300 |
| Cocaine metabolites | 300 | 150 |
| Marijuana metabolites | 50 | 15 |
| Opiate metabolites | 2000 | Morphine 2000 Codeine 2000 6-Acetyl morphine 20 |
| Barbiturates | 1000 | 500 |
| Methadone | 300 | 200 |
| Phencyclidine | 25 | 25 |
| Propoxyphene | 300 | 200 |

- c. For the initial drug test, an immunoassay test must be used for each drug class tested. If the initial drug test is positive, a confirmatory drug test must be performed on a second aliquot from the original specimen bottle. Gas chromatography and mass spectrometry (GC/MS) must be used as the confirmatory drug test.
- d. Validity specimen testing must be performed on all specimens. If the initial test is positive, a confirmatory validity test must be performed.
- e. After receiving a Drug Testing Referral Form (Exhibit B), attached hereto and incorporated herein by this reference, the Contractor shall automatically enroll the client in a randomized drug screening process, or otherwise drug test the referred client, with 100% of all specimen collections observed by same-sex collection site staff, or a licensed medical professional.
- f. Clients shall receive a 5-panel test, unless a 10-panel test is requested by the referring SSW. Randomized clients will receive a maximum of two random drug screens per month for a period of 90 days, not to exceed six random drug screens per each 90-day authorization period, unless otherwise requested.
- g. Contractor shall assure that only those clients referred for on-demand testing, with proper authorization for after hours testing (Monday through Friday, after 5:00 p.m. plus Saturday and Sunday), be permitted to test after hours. No clients enrolled in the randomized drug testing shall be authorized to test after hours.
- h. Notify the referring SSW when participants fail to appear ("no-show") for testing, or fail to provide a specimen for testing. Notification shall be provided by the third business day following any failed appointment. No-show notification shall be provided for any and all randomized testing in the same manner that specimen results are reported.
- i. Provide drug test results via a secured online system. The online system must be accessible to designated County staff 24 hours a day, 7 days a week. The online system must provide the following information
 - (1) Name of client;
 - (2) DPSS region referral originated in;

- (3) Date of receipt of specimen;
 - (4) Date of collection;
 - (5) Number of drug panels requested;
 - (6) Date of test confirmation (if applicable);
 - (7) Date of confirmation to referring SSW;
 - (8) Test randomized? (Yes/No);
 - (9) Test result (positive/negative);
 - (10) Name of drug or type of drug detected; and,
 - (11) Name of referring SSW
- j. Notification of positive results shall be provided normally within 96 hours of the client's specimen collection the collection site. Negative test results shall be provided normally within 48 hours, following receipt of the client's specimen at the collection site. Blythe specimens, both negative and positive, will require an additional 24 hours for results reporting. Specimens donated at any collection site after the 5:00 p.m. courier pickup time will require an additional 24 hours for results reporting.
 - k. If the SSW determines, at the conclusion of the 90 day period for random drug testing, that the client requires additional testing, the client will again be referred to the Contractor for an additional 90 day period, as described above. Contractor shall assure that all requests for additional testing in the 90-day random drug-testing program (reauthorization) have proper authorization by DPSS personnel.
 - l. The Collection Site List (Exhibit C), attached hereto and incorporated herein by this reference, provided by the Contractor, identifies collection sites for CSD clients to be referred for specimen collection.
 - m. Provide a quarterly updated list of all current Contractor specimen collection facilities located in Riverside County. This update will include the name and telephone number of a contact person at each site, the days and hours of service, and will designate those sites which provide specimen collection on a 24/7 basis.
 - n. Upon SSW request, provide non-randomized testing on Emergency Response (ER) cases on a same-day basis, for urgent drug testing.
 - o. Provide in-service training to DPSS/CSD administrators, managers and staff no more than three times per year.
 - p. Monitor all Contractor collection sites no less often than once each fiscal quarter.
 - q. Upon SSW request, identify Contractor and provide specimen collection facilities located outside of Riverside County and the State of California.
 - r. The Contractor shall maintain the capacity to hold test specimens, as follows: positive, one year; negative, five days.
 - s. Provide a technical support telephone line that is available at minimum Monday-Friday from 8:00 am – 5:00 pm Pacific Standard Time..

B. REPORTING

The Contractor shall provide a monthly report within 30 days following the end of the month, separated by region including, but not limited to the following information. A list of regions is including in Exhibit D attached hereto and incorporated herein by this reference. The monthly report is to be sent to: contractreporting@riversidedpss.org.

1. The number of all randomized tests;

2. The number of all non-randomized tests;
3. The number of all specimens collected Monday through Friday, 8:00 a.m. through 5:00 p.m., Pacific Standard time;
4. The number of all specimens collected Monday through Friday, 5:00 p.m. through 8:00 a.m., and all day on Saturday and Sundays;
5. The number of 5 panel and/or 10 panel tests conducted;
6. The number of positive results; and,
7. An unduplicated count of the number of clients served, with a breakout count of those clients receiving more than 90 days of testing service.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$204,667.

2. UNIT OF SERVICE COST RATE

- a. Payment will be based on the total cost, per client, per test.

| | Cost |
|---|-------------|
| Five-Panel Drug Screen | \$9.00 |
| Ten-Panel Drug Screen | \$9.00 |
| Specimen Collection Fee Monday-Friday, 8:00 AM to 5:00 PM (PST) | \$20.00 |
| After-hour and weekend drug testing specimen collection fee Monday-Friday, before 8:00AM or after 5:00 PM (PST) Saturday- Sunday, all day | \$20.00 |
| Randomized Program Fee | \$2.00 |
| When Collected Specimen is Unable to Be Tested: | \$7.00 |

3. CLIENT FEES

Clients receiving services under this Agreement shall not be charged any additional fees.

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. The Contractor shall submit DPSS Forms 2076A (Exhibit E) following the instructions set forth on the "Instructions for Form 2076A". Exhibit E is attached hereto and incorporated herein by this reference for request of all payments.

- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

5. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or

compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. **DISALLOWANCE**

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

D. **ADMINISTRATIVE**

1. **CONFLICT OF INTEREST**

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. **CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. **EMPLOYMENT PRACTICES**

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social

service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected

and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) (The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

The Contractor must maintain Clinical Laboratory Improvement Act of 1988 (CLIA) certification throughout the length of the agreement.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

14. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

15. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

16. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2010 to June 30, 2011, with 2 one-year renewal options.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit

P.O. Box 7789
Riverside, CA 92513

VENDOR: Medtox Laboratories, Inc
attn: Vice President, Sales and Marketing
402 West County Road D
St. Paul, MN 55112

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

ZONE AREAS BY ZIP CODE

| ZONE #1 Western County | |
|-------------------------------------|-----------------|
| City | Zip Code |
| Colton | 92324 |
| Corona | 92879 |
| Corona | 92880 |
| Corona | 92881 |
| Corona | 92882 |
| Elsinore | 92530 |
| Elsinore | 92531 |
| Elsinore | 92532 |
| Homeland | 92548 |
| March AFB | 92518 |
| Mira Loma | 91752 |
| Moreno Valley | 92551 |
| Moreno Valley | 92552 |
| Moreno Valley | 92553 |
| Moreno Valley | 92554 |
| Moreno Valley | 92555 |
| Moreno Valley | 92556 |
| Moreno Valley | 92557 |
| Norco | 92860 |
| Nuevo/Lakeview | 92567 |
| Perris | 92570 |
| Perris | 92571 |
| Perris | 92572 |
| Riverside | 92501 |
| Riverside | 92502 |
| Riverside | 92503 |
| Riverside | 92504 |
| Riverside | 92505 |
| Riverside | 92506 |
| Riverside | 92507 |
| Riverside | 92508 |
| Riverside | 92509 |
| Romoland | 92585 |
| Sun City | 92586 |
| Sun City/ Quail Valley/ Canyon Lake | 92587 |
| Wildomar | 92595 |

| ZONE #2 Mid & Southwestern County | |
|--|-----------------|
| City | Zip Code |
| Aguanga | 92536 |
| Anza | 92539 |
| Banning | 92220 |
| Beaumont/ Cherry Valley | 92223 |
| Cabazon | 92230 |
| Calimesa | 92320 |
| Hemet | 92543 |
| Hemet | 92545 |
| Hemet/ Valle Vista | 92544 |
| Idyllwild | 92549 |
| Menifee/Sun City | 92584 |
| Mountain Center | 92561 |
| Murrieta | 92562 |
| Murrieta | 92563 |
| San Jacinto | 92581 |
| San Jacinto | 92582 |
| San Jacinto/ Gilman Springs | 92583 |
| Temecula | 92590 |
| Temecula | 92591 |
| Temecula | 92592 |
| Temecula | 92593 |
| Winchester | 92596 |

| ZONE #3 Desert & Eastern County | |
|--|-----------------|
| City | Zip Code |
| Blythe | 92225 |
| Cathedral City | 92234 |
| Cathedral City | 92235 |
| Coachella | 92236 |
| Desert Center/ Eagle Mountain | 92239 |
| Desert Hot Springs | 92240 |
| Indian Wells | 92210 |
| Indio | 92201 |
| Indio | 92202 |
| Indio | 92203 |
| Indio Hills/DHS/ Sky Valley | 92241 |
| La Quinta | 92253 |
| Mecca/North Shore | 92254 |
| Midland | 92255 |
| Palm Desert | 92211 |
| Palm Desert | 92260 |
| Palm Desert | 92261 |
| Palm Springs | 92258 |
| Palm Springs | 92262 |
| Palm Springs | 92263 |
| Palm Springs | 92264 |
| Rancho Mirage | 92270 |
| Ripley | 92272 |
| Thermal/Oasis/Salton Sea | 92274 |
| Thousand Palms | 92276 |
| Whitewater | 92282 |



Riverside County Department of Public Social Services – Children's Services
Drug Testing Referral – DPSS 3652

| | | |
|---------------------|---------------------|---------------|
| CWS/CMS Referral #: | CWS/CMS Case #: | Today's Date: |
| Case Name: | | |
| SW Name: | SW Phone: | |
| SW Office: <Select> | SW Region: <Select> | |

Client Information (On person to be tested)

| | |
|--|--------------|
| Name of Person to be Tested: | |
| SSN: | Client ID #: |
| Type of Referral: <Select> | R #: |
| If this is a Reauthorization for random urine testing, please include the R# of the prior referral above. (Note: Reauthorization requires RM approval.) | |

 Hair Follicle Test (Requires a Court Order OR RM approval.)

| | |
|--|-----------------------|
| Collection Site: (Refer to Current List on the CSD Extranet) | |
| Collection Address: | |
| Fax referral to: (714) 852-5201 | Phone: (714) 852-5200 |

 On Demand Urine Test

| | |
|---|--|
| <input type="checkbox"/> After-hours Testing is Authorized (Note: Command Post ER <u>only</u> , and requires Command Post RM approval.) | <input type="checkbox"/> After-Hours Testing is NOT Authorized. |
| Client's Drug of Choice: <Select> | Justification for non-ER Referral: |
| Collection Site: (Refer to Current List on the CSD Extranet) | Collection Date: |
| Collection Address: (Refer to Current List on the CSD Extranet) | |
| Test Panel requested: <Select> | (5 and 10 Drug Panel testing) |

 Random Urine Test – During regular business hours only.
 (Note: Authorization is good for 90 days and reauthorization requires RM approval.)

| |
|---|
| Client's Drug of Choice: <Select> |
| Collection Site: (Refer to Current List on the CSD Extranet) |
| Collection Address: (Refer to Current List on the CSD Extranet) |
| Test Panel requested: <Select> |
| (5 and 10 Drug Panel testing) |

Regarding Random Urine Drug Testing, the client is required to call (800) 804-9808 daily and listen for their color on the recording. If their color is announced, they should report to the referred collection site for observed drug testing between the hours of 8:00 a.m. to 5:00 p.m.

Court Ordered Testing: No Yes If yes, date of Minute Order:

Approval Signatures:

- *Supervisor's signature – required for all requests*
- *Regional Manager's signature – required for all non-court ordered hair follicle testing, and reauthorizations of random urine drug testing.*

| | | |
|----------------------------|----------------------|------------|
| Supervisor Signature | X _____ Signature | _____ Date |
| Regional Manager Signature | X _____ Signature | _____ Date |

Collection Site List

| Collection Site | Address | Hours | Phone Number | Zone |
|---|---|--|---|------|
| Corona Industrial Urgent Care | 1171 Railroad Street Corona, Ca 92882 | 8 AM- 6 PM Monday- Friday | (951) 272-1400 Fax: (951) 272-9928 | 1 |
| Healthpointe | 2226 Medical Center Dr., #102 Perris, CA 92571 | 7AM – 6PM Monday - Friday | (951) 657-1400 | 1 |
| Central Occ. Med. | 13800 Heacock Unit 136, Moreno Valley, CA 92553 | 8 AM- 7 PM Monday- Friday | (951) 656-6009 Fax: (951) 656-6010 | 1 |
| Inland Urgent Care | 36243 Inland Valley Dr, # 180 Wildomar, CA 92595 | 9 AM- 8 PM 7 days | (951) 600-0110 Fax: (951) 600-4645 | 1 |
| Inland Urgent Care | 27168 Newport Road, Ste. 1, Menifee, CA 92584 | 9 AM- 7 PM Monday- Saturday | (951) 246-3033 Fax: (951) 243-7373 | 1 |
| Central Occ. Med | 4300 Central Ave., Riverside CA 9250 | Monday through Saturday 7AM – 7PM After Hours: 24/7 Male Only (Females at additional charge) site should be called if after hours to make sure proper gender is available | (951) 222-2206 Fax: (951) 222-2106 | 1 |
| Central Occ. Med | 1690 W. 6th St. Suite K, Corona CA 92882 | Monday through Friday 7AM – 5PM | (951) 736-9500 Fax: (951) 736-9512 | 1 |
| Healthpointe | 1171 Railroad St. Corona, CA 92882 | 7 AM – 6 PM Monday - Friday | (951) 272-1400 | 1 |
| Rancho Paseo | 264 S. Highland Springs Ave, #5A, Banning, CA 92220 | 8AM- 4PM Monday - Friday | (951) 769-0079 Fax: (951) 845-6750 | 2 |
| Access First Urgent | 1525 West Florida Ave., Hemet, CA 92543 | 8 AM- 8 PM Monday- Friday 9 AM- 1PM Sat. | (951) 929-6777 Fax: (951) 658-8390 | 2 |
| Sun Ray Addictions | 960 N. State Street #B, Hemet, CA 92543 | 9 AM – 6:30 PM- M, T, Th & F 9 AM – 4:00 PM Wednesday | (951) 652-3560 Fax: (951) 929-2780 | 2 |
| Inland Urgent Care (Opens Aug 10) | 31565 Rancho Pueblo, # 102 Temecula, CA 92592 | 9 AM- 8 PM 7 days | (951) 303-6440 Fax: (951) 303-6449 | 2 |
| Healthpointe | 28991 Front St., #104 Temecula, CA 92590 | 7 AM – 6 PM Monday - Friday | (951) 699-5282 | 2 |
| Novak Urgent Care | 80-545 Hwy 111 Indio, CA 92201 | 8:30 AM- 9 PM Monday- Friday | (760)342-5952 Fax: (760) 347-6114 | 3 |
| Caltest | 68-733 Perez Rd., Ste. C-12 Cathedral City, CA 92253 | 8AM-4:30PM Monday- Friday | (760) 770-6068 x25 Fax: (760) 770-0806 | 3 |
| Desert View Medical (Blythe Main Center) | 1273 W. Hobson Way Blythe, CA 92225 | 9:30AM-12PM & 2PM-4:00PM Monday- Friday | (760) 921-3468 Fax: (760) 921-3471 | 3 |
| M & M Clinic (Blythe Back-Up) | 495 North Main Blythe, CA 92225 | 9 AM- 4 PM Monday- Friday | (760) 922-3141 Fax: (760) 922-9846 | 3 |
| Palm Desert Urgent Care | 73345 Hwy 111, #101 Palm Desert, CA 92260 | 8AM - 5:30PM M-F 9AM - 4:00PM Sat 10AM - 2PM Sun | (760) 340-5800 | 3 |

Additional Sites Available to Riverside

| | | | |
|---|---|--|----------------|
| Total Urgent Care | 31712 Casino Drive 8D, Lake Elsinore, CA 92530 (951) 674-4114 | 9 AM- 9 PM Monday- Friday 9 AM- 5 PM Sat and Sun | (951) 674-1403 |
| US Healthworks Medical Group Los Angeles County | 801 Corporate Center Dr. Suite 130, Pomona, CA 91768 (909) 623-1954 | 7:30 AM- 5 PM Monday- Friday | (909) 623-4988 |
| US Healthworks Los Angeles County | 19401 South Vermont Ave., Bldg. L, Torrance, CA 90502 (310) 324-5777 | 7 AM to 5 PM Monday - Friday | (310) 324-6245 |
| US Healthworks Los Angeles County | 16300 Roscoe Blvd. #1-A, Van Nuys, CA 91406 (818) 893-4426 | 7 AM- 5 PM Monday – Friday | (818) 894-7564 |
| US Healthworks Orange County | 1045 N. Tustin Ave., Orange, CA 92867 (714) 288-8303 | 8 AM – 4 PM Monday – Friday | (714) 744-1991 |
| US Healthworks Orange County | 2362 Morse Ave., Irvine, CA 92614 (949) 863-9103 | 8 AM- 5 PM Monday- Friday | (949) 863-1337 |
| US Healthworks San Bernardino County | 599 Inland Center Dr #105 San Bernardino, CA 92408 (909) 889-2665 | 8 AM – 4:30 PM Monday - Friday | (909) 884-4114 |
| Workers Care San Bernardino County | 18564 Highway 18, #302, Apple Valley, CA 92307 (760) 242-5948 | 8 AM- 12 PM & 2 PM- 5 PM Monday - Friday | (760) 242-0603 |
| Rancho Industrial Medical San Bernardino County | 14384 Slover Avenue Fontana, CA 92337 (909) 350-7208 | 8AM-5PM Monday- Friday | (909) 350-7209 |
| Caltest San Diego County | 612 South "J" Street, Suite 6 Imperial, CA 92251 (760) 355-0796 | 8AM-4:30PM Monday- Friday | (760) 355-4643 |

Additional sites may be added as required.

Regions for Monthly Reporting

| Desert Region | |
|--------------------|----------|
| City | Zip Code |
| Blythe | 92226 |
| Blythe | 92225 |
| Coachella | 92236 |
| Desert Center | 92239 |
| Desert Hot Springs | 92241 |
| Indian Wells | 92210 |
| Indio | 92203 |
| Indio | 92202 |
| Indio | 92201 |
| La Quinta | 92248 |
| La Quinta | 92247 |
| La Quinta | 92253 |
| Mecca | 92254 |
| Palm Desert | 92255 |
| Palm Desert | 92211 |
| Palm Desert | 92260 |
| Palm Desert | 92261 |
| Thermal | 92274 |

| Metro Region | |
|-----------------|----------|
| City | Zip Code |
| Mira Loma | 91752 |
| Riverside | 92519 |
| Riverside | 92516 |
| Riverside | 92522 |
| Riverside | 92517 |
| Riverside | 92515 |
| Riverside | 92514 |
| Riverside | 92513 |
| Riverside | 92509 |
| Riverside | 92508 |
| Riverside | 92507 |
| Riverside | 92504 |
| Riverside | 92503 |
| Riverside | 92502 |
| Riverside | 92501 |
| Riverside | 92506 |
| Riverside (Ucr) | 92521 |

| Southwest Region | |
|------------------|----------|
| City | Zip Code |
| Aguanga | 92536 |
| Anza | 92539 |
| Hemet | 92545 |
| Hemet | 92546 |
| Hemet | 92544 |
| Hemet | 92543 |
| Homeland | 92548 |
| Idyllwild | 92549 |
| Mountain Center | 92561 |
| Murrieta | 92564 |
| Murrieta | 92562 |
| Murrieta | 92563 |
| Nuevo | 92567 |
| Romoland | 92585 |
| San Jacinto | 92581 |
| San Jacinto | 92582 |
| San Jacinto | 92583 |
| Temecula | 92589 |
| Temecula | 92590 |
| Temecula | 92591 |
| Temecula | 92592 |
| Temecula | 92593 |
| Winchester | 92596 |

| Southwest Region | |
|--------------------|----------|
| City | Zip Code |
| Banning | 92220 |
| Beaumont | 92223 |
| Cabazon | 92230 |
| Calimesa | 92320 |
| Cathedral City | 92234 |
| Cathedral City | 92235 |
| Desert Hot Springs | 92240 |
| North Palm Springs | 92258 |
| Palm Springs | 92264 |
| Palm Springs | 92262 |
| Palm Springs | 92263 |
| Palm Springs | 92292 |
| Rancho Mirage | 92270 |
| Thousand Palms | 92276 |
| White Water | 92282 |

| Valley Region | |
|-----------------------------------|----------|
| City | Zip Code |
| Menifee | 92584 |
| Moreno Valley | 92554 |
| Moreno Valley | 92553 |
| Moreno Valley | 92555 |
| Moreno Valley | 92556 |
| Moreno Valley | 92557 |
| Moreno Valley | 92552 |
| Moreno Valley | 92551 |
| Perris | 92572 |
| Perris | 92571 |
| Perris | 92570 |
| Perris | 92599 |
| Riverside/March Air Force Base | 92518 |
| Sun City | 92586 |
| Sun City | 92587 |

| West Corridor Region | |
|----------------------|----------|
| City | Zip Code |
| Corona | 92882 |
| Corona | 92881 |
| Corona | 92880 |
| Corona | 92883 |
| Corona | 92877 |
| Corona | 92878 |
| Corona | 92879 |
| Lake Elsinore | 92530 |
| Lake Elsinore | 92531 |
| Lake Elsinore | 92532 |
| Norco | 92860 |
| Riverside | 92505 |
| Wildomar | 92595 |

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Medtox Laboratories, Inc
Remit to Name
402 West County Road D
Address
St. Paul, MN 55112
City State Zip Code
Medtox Laboratories, Inc
Contractor Name
CS-01659
Contract Number

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

Unit of Service Payment \$ _____
of Units) X (\$) _____
of Units) X (\$) _____
of Units) X (\$) _____

Actual Payment \$ _____
(Same amount as 2076B if needed)

_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

Riverside County In-Home Supportive Services Public Authority
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503


SERVICES CONTRACT: AS-01696
 CONTRACTOR: Medtox Laboratories, Inc.
 CONTRACT TERM: July 1, 2010 - June 30, 2011
 MAXIMUM REIMBURSABLE AMOUNT: \$15,000

WHEREAS, the Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as IHSS PA, desires to provide urine drug testing and specimen collection services for IHSS PA's Registry;

WHEREAS, Medtox Laboratories, Inc. is qualified to provide urine drug testing and specimen collection services for IHSS PA's Registry;

WHEREAS, IHSS PA desires Medtox Laboratories, Inc., hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of IHSS PA and the Contractor;

NOW THEREFORE, IHSS PA and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

| | |
|--|---|
| Authorized Signature for County: | Authorized Signature for Contractor:  |
| Printed Name of Person Signing: Marion Ashley | Printed Name of Person Signing: James Schoonover |
| Title: Chair of the Board of Supervisors | Title: Vice-President, Sales and Marketing |
| Address: 4080 Lemon Street Riverside, CA 92501 | Address: 402 West County Road D St. Paul, MN 55112 |
| Date Signed: | Date Signed: 5/26/10 |


FORM APPROVED COUNTY COUNSEL
 BY:  5/26/10
 DATE

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services.
- C. "IHSS PA" refers to the County of Riverside and its In-Home Supportive Services Public Authority, which has administrative responsibility for this Agreement.
- D. "IHSS PA HCW" refers to In-Home Supportive Services Public Authority Home Care Workers.

II. IHSS PA RESPONSIBILITIES

- A. Assign staff to be liaison between IHSS PA and Medtox Laboratories, Inc.
- B. Meet with liaison from Medtox Laboratories, Inc. to set up account, discuss process for receiving and processing specimen, review online results reporting system, and discuss training needs of IHSS PA department.
- C. Refer Home Care Workers to the Contractor for drug testing during **regular business hours ONLY (M-F 8:00 AM – 5:00 PM)** using the agreed-upon referral procedures.
- D. IHSS PA may monitor the performance of Medtox Laboratories, Inc. in meeting the terms, conditions and services in this Contract. IHSS PA, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between Medtox Laboratories, Inc. and IHSS PA.
- 2. Meet with IHSS PA staff to set up account, discuss process for receiving and processing specimen, review online results reporting system, and discuss training needs of IHSS PA department.
- 3. Provide in-service training to IHSS PA administrators, managers and staff no more than three times per year.
- 4. Complete Chain of Custody Forms to include: Agency Name, Address and ID No., and list the specific options of the tests to be performed.
- 5. Provide Ten-Panel drug testing and specimen collection to IHSS PA Home Care Workers who have been referred by IHSS PA staff. IHSS PA will refer Home Care Workers for drug testing for pre-employment screening, as well as random testing of existing workers for reasonable suspicion or cause.
- 6. All specimen collections shall be observed by same-sex collection site staff, or a licensed medical professional.

7. Provide drug specimen collection sites throughout Riverside County. The most current listing of Collection Sites is attached hereto as Exhibit A and incorporated herein by this reference.
8. Provide an updated Collection Site List to IHSS PA within 24 hours of any changes to the Contractor's collection sites.
9. Ensure that collection sites meet zone requirements as follows: A list of zip codes for each zone is attached hereto as Exhibit B of this agreement, and incorporated herein by this reference.

| Zone | Minimum number of collection sites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (PST) |
|-------------|--|
| 1 | 8 |
| 2 | 5 |
| 3 | 3 |

- a. Provide a minimum of 12 "out-of-County" collection sites within the surrounding counties. The surrounding counties include: Orange County, San Diego County, San Bernardino County, Los Angeles County, and Imperial County.
- b. Provide drug testing for the following drugs at the cutoff concentration levels listed in the table below:

| Drug Class | Initial Drug Test Cutoff Concentration (nanograms/milliliter) | Confirmatory Drug Test Cutoff Concentration (nanograms/milliliter) |
|-----------------------|--|---|
| Alcohol | 0.020 BAC | 0.020 BAC |
| Amphetamines | 1000 | 500 |
| Methamphetamine | -- | 500 |
| Benzodiazepine | 300 | 300 |
| Cocaine metabolites | 300 | 150 |
| Marijuana metabolites | 50 | 15 |
| Opiate metabolites | 2000 | Morphine 2000 Codeine 2000 6-Acetyl morphine 20 |
| Barbiturates | 1000 | 500 |
| Methadone | 300 | 200 |
| Phencyclidine | 25 | 25 |
| Propoxyphene | 300 | 200 |

- c. For the initial drug test, an immunoassay test must be used for each drug class tested. If the initial drug test is positive, a confirmatory drug test must be performed on a second aliquot from the original specimen bottle. Gas chromatography and mass spectrometry (GC/MS) must be used as the confirmatory drug test.
- d. Validity specimen testing must be performed on all specimens. If the initial test is positive, a confirmatory validity test must be performed.
- e. Notify the IHSS PA liaison when participants fail to appear ("no-show") for testing, or fail to provide a specimen for testing. Notification shall be provided by the third business day following any failed appointment.

- f. Provide drug test results via a secured online system. The online system must be accessible to designated County staff 24 hours a day, 7 days a week. The online system must provide the following information:
- (1) Name of client;
 - (2) Date of receipt of specimen request;
 - (3) Date of collection;
 - (4) Number of drug panels requested;
 - (5) Date of test confirmation (if applicable);
 - (6) Date of confirmation to referring IHSS PA staff;
 - (7) Name of referring IHSS PA staff
 - (8) Test result (positive/negative);
 - (9) Name of drug or type of drug detected; and,
- g. Notification of positive results shall be provided normally within 96 hours of the client's specimen collection at the collection site. Negative test results shall be provided normally within 48 hours, following receipt of the client's specimen at the collection site. Blythe specimens, both negative and positive, will require an additional 24 hours for results reporting.
- h. Upon IHSS PA request, provide testing on a same-day basis, for urgent drug testing needs.
- i. Monitor all Contractor collection sites no less often than once each fiscal quarter.
- j. Upon request, identify Contractor and provide specimen collection facilities located outside of Riverside County.
- k. The Contractor shall maintain the capacity to hold test specimens, as follows: positive, one year; negative, five days.

B. **REPORTING**

The Contractor shall provide a monthly report within 30 days following the end of the month, including but not limited to the following data elements: The monthly report is to be sent to: contractreporting@riversidedpss.org. **AND LFIERROG@riversidedpss.org**

1. The dollar amount billed;
2. The number of 10 Panel drug tests performed;
3. The number of all IHSS PA Home Care Worker specimens collected Monday through Friday, 8:00 a.m. through 5:00 p.m., Pacific Standard time;
4. The number of positive results;
5. The number of negative results;
6. The number of inconclusive/non-testable specimen collected;
7. The number of requests for after-hours testing from HCWs that were refused by the Contractor. All after hours requests are unauthorized under this contract.

C. **FISCAL**

1. **MAXIMUM REIMBURSABLE AMOUNT**

Total payment under this Contract shall not exceed \$15,000.00.

2. **UNIT OF SERVICE COST RATE**

- a. Payment will be based on the total cost, per client, per test. Cost of testing will include the ten-panel drug screen, in addition to the specimen collection fee, as follows:

| | |
|---|---------|
| IHSS PA HOME CARE WORKERS ARE AUTHORIZED FOR URINE DRUG TESTING DURING <u>REGULAR BUSINESS HOURS ONLY (M-F 8:00 AM – 5:00 PM)</u>. AFTER HOURS/WEEKEND COLLECTION IS STRICTLY PROHIBITED UNDER THIS CONTRACT *** | |
| Ten-Panel Drug Screen | \$9.00 |
| Specimen Collection Fee Monday-Friday, 8:00 AM to 5:00 PM (PST) | \$20.00 |
| When Collected Specimen is Unable to Be Tested: | \$7.00 |

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. The Contractor shall submit DPSS Forms 2076A (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A". Exhibit C is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times

to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.

- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

7. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that

employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

(1) Denying a participant any service or benefit or availability of a facility.

- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. **Cultural Competency**

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original

Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) (The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

The Contractor must maintain Clinical Laboratory Improvement Act of 1988 (CLIA) certification throughout the length of the agreement.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

14. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

15. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

16. CONTRACT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS and/or IHSS PA for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS and/or IHSS PA during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS and/or IHSS PA in a timely manner all file information regarding the persons served, without additional cost to DPSS and/or IHSS PA or the new vendor, to ensure an orderly and seamless delivery of service.

IV. GENERAL**A. EFFECTIVE PERIOD**

This Contract is effective July 1, 2010 to June 30, 2011, with 2 one-year renewal options.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

AND

CC: IHSS Public Authority
12125 Day Street, Suite S-101
Moreno Valley, CA 92557

VENDOR: Medtox Laboratories, Inc.
ATTN: RFP/Contracts Coordinator
402 West County Road "D"
St. Paul, MN 55112

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

IHSS PA's obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by IHSS PA which shall furnish the decision in writing. The decision of IHSS PA shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending IHSS PA's decision.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, IHSS PA may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. IHSS PA may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of IHSS PA; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by IHSS PA. IHSS PA shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

H. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event IHSS PA elects to abandon, indefinitely postpone, or terminate the Agreement, IHSS PA shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

EXHIBIT A

*****PLEASE NOTE: IHSS PA HOME CARE WORKERS ARE AUTHORIZED FOR URINE DRUG TESTING DURING REGULAR BUSINESS HOURS ONLY (M-F 8:00 AM – 5:00 PM). AFTER HOURS/WEEKEND COLLECTION IS STRICTLY PROHIBITED UNDER THIS CONTRACT*****

Collection Site List

| Collection Site | Address | Hours | Fax Number | Zone |
|---|---|--|-------------------|-------------|
| Corona Industrial Urgent Care | 1171 Railroad Street Corona, Ca 92882 (951) 272-1400 | 8 AM- 6 PM Monday- Friday | (951) 272-9928 | 1 |
| Healthpointe | 2226 Medical Center Dr., #102 Perris, CA 92571 (951) 657-1400 | 7AM – 6PM Monday - Friday | (951) 657-0661 | 1 |
| Rancho Paseo | 264 S. Highland Springs Ave, #5A, Banning, CA 92220 (951) 769-0079 | 8AM- 4PM Monday - Friday | (951) 845-6750 | 2 |
| Novak Urgent Care | 80-545 Hwy 111 Indio, CA 92201 (760)342-5952 | 8:30 AM- 9 PM Monday- Friday | (760) 347-6114 | 3 |
| Caltest | 68-733 Perez Rd., Ste. C-12 Cathedral City, CA 92253 (760) 770-6068 x25 | 8AM-4:30PM Monday- Friday | (760) 770-0806 | 3 |
| Desert View Medical (Blythe Main Center) | 1273 W. Hobson Way Blythe, CA 92225 (760) 921-3468 | 9:30AM-12PM & 2PM-4:00PM Monday- Friday | (760) 921-3471 | 3 |
| M & M Clinic (Blythe Back-Up) | 495 North Main Blythe, CA 92225 (760) 922-3141 | 9 AM- 4 PM Monday- Friday | (760) 922-9846 | 3 |
| Access First Urgent | 1525 West Florida Ave., Hemet, CA 92543 (951) 929-6777 | 8 AM- 8 PM Monday- Friday 9 AM- 1PM Sat. | (951) 658-8390 | 2 |
| Sun Ray Addictions | 960 N. State Street #B, Hemet, CA 92543 (951) 652-3560 | 9 AM – 6:30 PM- M, T, Th & F 9 AM – 4:00 PM Wednesday | (951) 929-2780 | 2 |
| Central Occ. Med. | 13800 Heacock Unit 136, Moreno Valley, CA 92553 (951) 656-6009 | 8 AM- 7 PM Monday- Friday | (951) 656-6010 | 1 |
| Inland Urgent Care | 36243 Inland Valley Dr, # 180 Wildomar, CA 92595 (951) 600-0110 | 9 AM- 8 PM 7 days | (951) 600-4645 | 1 |
| Inland Urgent Care | 27168 Newport Road, Ste. 1, Menifee, CA 92584 (951) 246-3033 | 9 AM- 7 PM Monday- Saturday | (951) 243-7373 | 1 |
| Inland Urgent Care (Opens Aug 10) | 31565 Rancho Pueblo, # 102 | 9 AM- 8 PM 7 days | (951) 303-6449 | 2 |

| | | | | |
|--|---|--|----------------|---|
| | Temecula, CA 92592 (951) 303-6440 | | | |
| Central Occ. Med | 4300 Central Ave., Riverside CA 92506 (951) 222-2206 | Monday through Saturday 7AM – 7PM After Hours: 24/7 Male Only (Females at additional charge) site should be called if after hours to make sure proper gender is available | (951) 222-2106 | 1 |
| Central Occ. Med | 1690 W. 6th St. Suite K, Corona CA 92882 (951) 736-9500 | Monday through Friday 7AM – 5PM | (951) 736-9512 | 1 |
| Healthpointe | 1171 Railroad St. Corona, CA 92882 (951) 272-1400 | 7 AM – 6 PM Monday - Friday | (951) 272-9928 | 1 |
| Healthpointe | 28991 Front St., #104 Temecula, CA 92590 (951) 699-5282 | 7 AM – 6 PM Monday - Friday | (951) 694-8652 | 2 |
| ADDITIONAL SITES AVAILABLE TO RIVERSIDE | | | | |
| Total Urgent Care | 31712 Casino Drive 8D, Lake Elsinore, CA 92530 (951) 674-4114 | 9 AM- 9 PM Monday- Friday 9 AM- 5 PM Sat and Sun | (951) 674-1403 | |
| US Healthworks Medical Group Los Angeles County | 801 Corporate Center Dr. Suite 130, Pomona, CA 91768 (909) 623-1954 | 7:30 AM- 5 PM Monday- Friday | (909) 623-4988 | |
| US Healthworks Los Angeles County | 19401 South Vermont Ave., Bldg. L, Torrance, CA 90502 (310) 324-5777 | 7 AM to 5 PM Monday - Friday | (310) 324-6245 | |
| US Healthworks Los Angeles County | 16300 Roscoe Blvd. #1-A, Van Nuys, CA 91406 (818) 893-4426 | 7 AM- 5 PM Monday – Friday | (818) 894-7564 | |
| US Healthworks Orange County | 1045 N. Tustin Ave., Orange, CA 92867 (714) 288-8303 | 8 AM – 4 PM Monday – Friday | (714) 744-1991 | |
| US Healthworks Orange County | 2362 Morse Ave., Irvine, CA 92614 (949) 863-9103 | 8 AM- 5 PM Monday- Friday | (949) 863-1337 | |
| US Healthworks San Bernardino County | 599 Inland Center Dr #105 San Bernardino, CA 92408 (909) 889-2665 | 8 AM – 4:30 PM Monday - Friday | (909) 884-4114 | |

| | | | |
|---|---|--|----------------|
| Workers Care San Bernardino County | 18564 Highway 18, #302, Apple Valley , CA 92307 (760) 242-5948 | 8 AM- 12 PM & 2 PM- 5 PM Monday - Friday | (760) 242-0603 |
| Rancho Industrial Medical San Bernardino County | 14384 Slover Avenue Fontana , CA 92337 (909) 350-7208 | 8AM-5PM Monday- Friday | (909) 350-7209 |
| Caltest San Diego County | 612 South "J" Street, Suite 6 Imperial , CA 92251 (760) 355-0796 | 8AM-4:30PM Monday- Friday | (760) 355-4643 |

EXHIBIT B

ZONE AREAS BY ZIP CODE

| ZONE #1 Western County | |
|-------------------------------------|-----------------|
| City | Zip Code |
| Colton | 92324 |
| Corona | 92879 |
| Corona | 92880 |
| Corona | 92881 |
| Corona | 92882 |
| Elsinore | 92530 |
| Elsinore | 92531 |
| Elsinore | 92532 |
| Homeland | 92548 |
| March AFB | 92518 |
| Mira Loma | 91752 |
| Moreno Valley | 92551 |
| Moreno Valley | 92552 |
| Moreno Valley | 92553 |
| Moreno Valley | 92554 |
| Moreno Valley | 92555 |
| Moreno Valley | 92556 |
| Moreno Valley | 92557 |
| Norco | 92860 |
| Nuevo/Lakeview | 92567 |
| Perris | 92570 |
| Perris | 92571 |
| Perris | 92572 |
| Riverside | 92501 |
| Riverside | 92502 |
| Riverside | 92503 |
| Riverside | 92504 |
| Riverside | 92505 |
| Riverside | 92506 |
| Riverside | 92507 |
| Riverside | 92508 |
| Riverside | 92509 |
| Romoland | 92585 |
| Sun City | 92586 |
| Sun City/ Quail Valley/ Canyon Lake | 92587 |
| Wildomar | 92595 |

| ZONE #2 Mid & Southwestern County | |
|--|-----------------|
| City | Zip Code |
| Aguanga | 92536 |
| Anza | 92539 |
| Banning | 92220 |
| Beaumont/ Cherry Valley | 92223 |
| Cabazon | 92230 |
| Calimesa | 92320 |
| Hemet | 92543 |
| Hemet | 92545 |
| Hemet/ Valle Vista | 92544 |
| Idyllwild | 92549 |
| Menifee/Sun City | 92584 |
| Mountain Center | 92561 |
| Murrieta | 92562 |
| Murrieta | 92563 |
| San Jacinto | 92581 |
| San Jacinto | 92582 |
| San Jacinto/ Gilman Springs | 92583 |
| Temecula | 92590 |
| Temecula | 92591 |
| Temecula | 92592 |
| Temecula | 92593 |
| Winchester | 92596 |

| ZONE #3 Desert & Eastern County | |
|--|-----------------|
| City | Zip Code |
| Blythe | 92225 |
| Cathedral City | 92234 |
| Cathedral City | 92235 |
| Coachella | 92236 |
| Desert Center/ Eagle Mountain | 92239 |
| Desert Hot Springs | 92240 |
| Indian Wells | 92210 |
| Indio | 92201 |
| Indio | 92202 |
| Indio | 92203 |
| Indio Hills/DHS/ Sky Valley | 92241 |
| La Quinta | 92253 |
| Mecca/North Shore | 92254 |
| Midland | 92255 |
| Palm Desert | 92211 |
| Palm Desert | 92260 |
| Palm Desert | 92261 |
| Palm Springs | 92258 |
| Palm Springs | 92262 |
| Palm Springs | 92263 |
| Palm Springs | 92264 |
| Rancho Mirage | 92270 |
| Ripley | 92272 |
| Thermal/Oasis/Salton Sea | 92274 |
| Thousand Palms | 92276 |
| Whitewater | 92282 |

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

Address

City State Zip Code

Contractor Name
CS-01659

Contract Number

Total amount requested _____ for the period of _____ 20

Select Payment Type(s) Below:

- Advance Payment \$ _____
(if allowed by Contract/MOU)
- Actual Payment \$ _____
(Same amount as 2076B if needed)
- Unit of Service Payment \$ _____ # of Units) X (\$) _____
- _____ # of Units) X (\$) _____
- _____ # of Units) X (\$) _____
- _____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date



Business Unit (5) _____
 Account (6) _____
 Fund (5) _____
 Dept ID (10) _____
 Program (5) _____
 Class (10) _____
 Project/Grant (15) _____
 Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
 Amount Authorized _____
 If amount authorized is different from amount request, please explain:

 Program (if applicable) Date
 Management Reporting Unit Date
 Contracts Administration Unit Date
 General Accounting Section Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.