

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



**ITEM**  
3.38  
(ID # 9772)

**MEETING DATE:**  
Tuesday, July 23, 2019

**FROM:** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Execute the Agreement with Pacific Toxicology Laboratories for Urine Drug Testing and Specimen Collection Services, Without Seeking Competitive Bids, effective July 1, 2019 through June 30, 2022. All Districts; [Total Cost: \$756,000 - Realignment 57.8%; Federal 40.7%; State 1.5%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and execute Agreement DPSS-0000812 with Pacific Toxicology Laboratories for Urine Drug Testing and Specimen Collection Services, without seeking competitive bids, in an amount not to exceed \$252,000 annually, effective July 1, 2019 through June 30, 2022;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement including modifications of the scope of services that stay within the intent of the agreement, and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

**ACTION:Policy**


  
Sarah S Mack, Asst. County Executive Officer 5/30/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 23, 2019  
xc: DPSS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$252,000	\$252,000	\$756,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Realignment 57.8%, Federal 40.7% State 1.5%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20 - 21/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Urine drug testing and specimen collection services are critical to the operation of DPSS' Children's Services Division (CSD), as CSD is court ordered to provide both random and on-demand urine drug testing to ensure parents involved with CSD maintain a drug-free lifestyle.

**Impact on Residents and Businesses**

The urine drug testing and specimen collection services help CSD ensure children are not left in unsafe environments where parental drug use exists.

**Contract History and Price Reasonableness**

In 2013, County Purchasing released a County-wide Request for Proposals (RFP), PUARC-1337, for County-wide clinical lab services. For the drug testing and specimen collection services required by CSD, Pacific Toxicology Laboratories (Pacific Toxicology) was determined to be the lowest responsive, responsible bidder. The County entered into a contract with Pacific Toxicology which has provided the services for nearly five years.

This year, County Purchasing performed market research and determined that other companies with which the County has contracts under cooperative agreements may not perform all of the tasks of the services CSD requires. CSD necessitates on-demand testing, which requires laboratory availability on weekends. CSD also requires specimen collections to be observed by same-sex collection site staff, or a licensed medical professional. Based on the results of the market research, DPSS determined the best course of action for the department was a single-source contract with Pacific Toxicology.

For the first year of the contract, Pacific Toxicology has agreed to retain the prices in the current contract. For the two subsequent years of the contract, Pacific Toxicology proposed price increases, which are generally consistent with the amount of inflation and only slightly higher than the prices required by the contractor that provided the drug testing and specimen collection services before Pacific Toxicology six years prior.

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

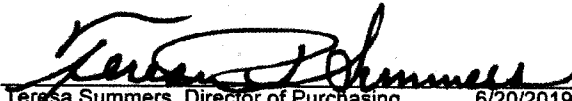
**SUPPLEMENTAL:**


**Additional Fiscal Information**

Funding for this Agreement will be included in the County budget and will be available in FY 19/20 through FY 21/22.

**ATTACHMENTS:**

- Attachment A:       Agreement DPSS-0000812 with Pacific Toxicology Laboratories for  
Urine Drug Testing and Specimen Collection Services**
- Attachment B:       Single Source Justification**

  
Teresa Summers, Director of Purchasing      6/20/2019

  
Gregory V. Priamos, Director County Counsel      6/20/2019

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

**and**

**Pacific Toxicology Laboratories  
Urine Drug Testing and Specimen Collection Services  
DPSS-0000812**



JUL 23 2019 3.38

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### List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

### List of Attachments

Attachment I – PII Privacy and Security Standards

Attachment II – Assurance of Compliance

Attachment III – DPSS 2076A & Instructions

**List of Exhibits**

Exhibit A – Zone Areas by Zip Code

Exhibit B – Drug Testing Referral Form (CSD 3652)

Exhibit C – Regions for Monthly Reporting

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between Pacific Toxicology Laboratories, a California corporation, (herein referred to as "CONTRACTOR") and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, attachments, and exhibits included herein.
- B. "CONTRACTOR" refers to Pacific Toxicology Laboratories including its employees, agents, representatives, subcontractors, and suppliers.
- C. "CONTRACTOR Client Service Business Day(s)" refers to the business days of CONTRACTOR's client services staff, which are Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- D. "CONTRACTOR Client Service Business Hours" refers to the business hours of CONTRACTOR's client services staff, which are from 8:00 a.m. to 5:30 p.m., Pacific Time (PT), during CONTRACTOR Client Service Business Days.
- E. "COUNTY" or "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement. COUNTY and DPSS are used interchangeably in this Agreement.
- F. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- G. "Date Received" or "Receipt of Specimen(s)" or "Receipt at the Laboratory" refers to the date a specimen physically arrived at CONTRACTOR's laboratory address.
- H. "COUNTY Business Day(s)" refers to Monday through Friday, excluding the following permanent holidays:

HOLIDAY	DAY OBSERVED
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Abraham Lincoln's Birthday	February 12
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following the Fourth Thursday in November
Christmas Day	December 25

**Note:** In addition to the above permanent holidays, COUNTY Business Day(s) shall also exclude the following conditional holidays, when applicable:

- December 24<sup>th</sup> and 31<sup>st</sup> when they fall on Monday.
- December 26<sup>th</sup> and January 2<sup>nd</sup> when they fall on Friday.

- Friday preceding January 1<sup>st</sup>, February 12<sup>th</sup>, July 4<sup>th</sup>, November 11<sup>th</sup>, or December 25<sup>th</sup>, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

- I. "JOM" refers to Joint Operational Meetings, which are held between CONTRACTOR and DPSS to discuss the partnership, services, successes, challenges, or other items of relevance to the program and service delivery.
- J. "Laboratory Business Day(s)" refers to the business days of CONTRACTOR's urine drug testing laboratory, which are Monday through Saturday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- K. "Laboratory Business Hour(s)" refers to the business hours of CONTRACTOR's urine drug testing laboratory during each Laboratory Business Day, which are as follows:
  - (1) Monday: 5:00 a.m. – midnight, PT;
  - (2) Tuesday: 24 hours;
  - (3) Wednesday: 24 hours;
  - (4) Thursday: 24 hours;
  - (5) Friday: 24 hours; and
  - (6) Saturday: midnight – 8:00 p.m., PT.
- L. "SSP" refers to a CSD Social Services Practitioner.

2. **DESCRIPTION OF SERVICES**

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I - PII Privacy and Security Standards, Attachment II - Assurance of Compliance, Attachment III - DPSS 2076A & Instructions, Exhibit A - Zone Areas by Zip Code, Exhibit B - Drug Testing Referral Form (CSD 3652), and Exhibit C - Regions for Monthly Reporting.

3. **PERIOD OF PERFORMANCE**

This Agreement shall be effective July 1, 2019 ("Effective Date") and continues through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. **COMPENSATION**

COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.



5. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. **TERMINATION**

A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.

B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. **REQUEST FOR WAIVER AND WAIVER OF BREACH**

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. **TRANSITION PERIOD**

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.

9. **OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL**

CONTRACTOR agrees that all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

10. **CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST**

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

B. CONTRACTOR shall not, under any circumstances which could be perceived as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. **RECORDS, INSPECTIONS, AND AUDITS**

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.

C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et seq. and 45 CFR 205.50 et seq. or as required by law. Disclosures which are required by

law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

14. **HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. **INSURANCE**

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold 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 Agreement. As respects to the insurance section only, COUNTY herein refers to 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.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.
- C. 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 Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with 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) calendar days written notice shall be given to the COUNTY 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 Agreement shall terminate forthwith, unless the COUNTY 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.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement 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 Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement 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.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- I. 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 Agreement.

16. **WORKER'S COMPENSATION**

If CONTRACTOR has employees as defined by the State of California, 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.

17. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

18. 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 as Additional Insured. 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 Agreement or be no less than two (2) times the occurrence limit.

19. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

20. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the Agreement cyber liability insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the Agreement insurance for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall

provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

21. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

22. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

23. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

24. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

25. **COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES**  
CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.
26. **EMPLOYMENT PRACTICES**
- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
  - B. 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 Agreement; and, if applicable, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
  - C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.
  - D. By signing this Agreement or accepting funds under this Agreement, 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).
  - E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.
27. **LOBBYING**
- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
  - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

28. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

29. SUBCONTRACTS

A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, 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, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Is presently indicted 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; or
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

30. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, 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 COUNTY.

31. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

32. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

33. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

34. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

35. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

36. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Assurance of Compliance with the Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment II. CONTRACTOR will sign and date Attachment II and return it to COUNTY along with the executed Agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 financial assistance.

**B. Client Complaints**

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. 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  
7894 Mission Grove Parkway, Suite 100  
Riverside, CA 92508  
(951) 358-6841

**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.

37. **NOTICES**

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

**COUNTY:**

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

**Invoices and other financial documents:**

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

**CONTRACTOR:**

Pacific Toxicology Laboratories  
Attention: Chief Executive Officer  
9348 De Soto Ave.  
Chatsworth, CA 91311

CONTRACTOR "Remit To" address: Same as above

38. **SIGNED IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

39. **MODIFICATION OF TERMS**

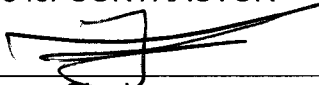

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

40. **ENTIRE AGREEMENT**

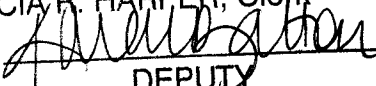
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for CONTRACTOR 	Authorized Signature for COUNTY 
Printed Name of Person Signing: Jeff Lanzolatta	Printed Name of Person Signing: Kevin Jeffries
Title: Chief Executive Officer	Title: Chairman, Board of Supervisors
Date Signed: 8/5/19	Date Signed: 7/23/19

FORM APPROVED COUNTY COUNSEL  
 BY:  6/20/19  
 DANIELLE D. MALAND DATE

ATTEST:  
 KECIA R. HARPER, Clerk  
 By   
 DEPUTY

Schedule A  
Payment Provisions

A.1 **MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS**

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2019 through June 30, 2020	\$252,000.00
July 1, 2020 through June 30, 2021	\$252,000.00
July 1, 2021 through June 30, 2022	\$252,000.00
Total	\$756,000.00

A.2 **UNIT OF SERVICE**

CONTRACTOR shall be reimbursed per client, per test at the rates set forth below:

Panel	Cost
Ten-Panel Drug Screen (7/1/19 – 6/30/20)	\$27.45
Ten-Panel Drug Screen (7/1/20 – 6/30/22)	\$29.45
Ethyl Glucuronide (ETG) 80-Hour Alcohol Test (7/1/19 – 6/30/20)	\$31.95
Ethyl Glucuronide (ETG) 80-Hour Alcohol Test (7/1/20 – 6/30/22)	\$33.95
Additional Specimen Collection Fee (Temporary fee for collections in <u>Banning</u> until CONTRACTOR establishes a more inexpensive collection site in Banning)	\$17.00
Additional Specimen Collection Fee (Blythe only)	\$27.00
Additional Specimen Collection Fee (Temporary fee for collections in <u>Hemet</u> until CONTRACTOR establishes a more inexpensive collection site in Hemet)	\$12.00
Additional Specimen Collection Fee for hard-to-obtain collection site	As pre-approved by DPSS liaison not to exceed \$75.00

A.3 **METHOD, TIME, AND CONDITIONS OF PAYMENT**

- a. CONTRACTOR will be paid the actual amount of each approved monthly invoice that includes copies of the supporting DPSS referral forms. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
- b. All payment claims shall be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Form 2076A (Attachment III). CONTRACTOR shall submit claims, through email communication, to the designated DPSS Office liaison according to the timeline previously prescribed.

CONTRACTOR shall segregate charges for on-demand, random, and Ethyl Glucuronide (ETG) 80- Hour Alcohol testing.

- d. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

**A.4 CLIENT SHARE OF COST**

- a. CONTRACTOR shall not charge any client under this Agreement unless it has been determined by COUNTY that the client has a share of cost liability.
- b. In those cases where the client owes a share of cost, CONTRACTOR shall be responsible for collecting the share of cost from the client.

**A.5 FINANCIAL RESOURCES**

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

**A.6 DISALLOWANCE**

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

**SCOPE OF SERVICES**

CONTRACTOR shall provide all the services specified below.

**B.1 GENERAL**

- A. Provide a technical support telephone line that is available at minimum Monday-Friday from 8:00 a.m. – 5:00 p.m. Pacific Time.
- B. Retain a copy of the referral form and all other documents, files, records, and other evidence pertaining to authorization and delivery of services and provide copies to DPSS as requested.
- C. Store Chain-of-Custody forms for a minimum of two (2) years as part of the permanent record for each specimen.
- D. Retain test specimens as follows:
  - 1. Positive - one year from the date results are released to CSD, and
  - 2. Negative - seven days from the date results are released to CSD.
- E. Notify DPSS of any changes in regulations, including, but not limited to, legislation concerning drug testing.
- F. Provide a maximum of three (3) annual training sessions on requested training topics for a maximum of 25 staff members per training at a location and using a methodology (in-person, webinars, etc.) mutually agreed upon by both parties. Such training sessions shall be conducted at CSD's request and at no additional cost to COUNTY.
- G. Participate in JOMs as requested. Historically, JOMs are held quarterly.
- H. Provide drug testing and specimen collection as specified below.

**B.2 COLLECTION SITES**

- A. Provide drug specimen collection sites throughout Riverside County with a minimum number of sites in each zone as listed in the table below.

<b>Zone</b>	<b>Minimum number of collection sites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (Pacific Time)</b>	<b>Minimum number of collection sites available Monday through Friday from 5:00 p.m. – 8:00 a.m. (Pacific Time) and all day Saturday and Sunday</b>
1	5	3
2	7	2
3	4	1



1. Modifications to this requirement are allowable if mutually agreed upon by both parties.
  2. A list of zip codes for each zone is attached hereto as Exhibit A and incorporated herein by this reference.
  3. All collection sites are designated for both random and on-demand drug testing.
- B. Make all reasonable efforts to establish collection sites in Banning, Blythe, and Hemet areas.
- C. Provide a minimum of 12 "out-of-county" collection sites within the following surrounding counties: Imperial County, Los Angeles County, Orange County, San Bernardino County, and San Diego County.
- D. Provide collection sites throughout the United States as requested by CSD and at no additional cost to COUNTY.
1. Identify and provide specimen collection facilities located outside of Riverside County and the State of California within 30 days from request by SSP.
  2. Request authorization to charge an additional fee (not greater than \$75) for hard-to-obtain collection sites if the cost for specimen collection specified in Schedule A prevents establishment of a suitable collection site for a location requested by an SSP. The amount of such fee shall not exceed the difference between the collection cost for the requested site and the average collection cost at sites for which CONTRACTOR receives only the standard rate specified in Schedule A.
  3. Obtain approval from the designated DPSS liaison prior to arranging a collection for which a hard-to-obtain site collection fee would be charged. Such approval will be only for the specified site and may be charged for that location only.
  4. Provide lists of out-of-county and out-of-state locations requested by CSD and corresponding sites provided by CONTRACTOR as requested by DPSS.
- E. Inspect all CONTRACTOR collection sites as specified below to ensure that the facilities meet all of the criteria specified in the Agreement.
1. Perform in-person inspection of collection sites in Riverside County at least once per fiscal quarter.
  2. Inspect out-of-county collection sites as specified below at least once per fiscal quarter in which COUNTY used that collection site.
    - a. Inspect collection sites in Los Angeles County or within 50 miles of Los Angeles County or Riverside County in person as described above.
    - b. Inspect via phone those collection sites that are more than 50 miles outside of Los Angeles County and/or Riverside County.
    - c. The initial approval inspection for a new out-of-county site counts as the first quarterly inspection for that collection site.
  3. Provide a copy of the inspection results to designated DPSS liaison as follows:
    - a. Provide results from inspections of sites in Riverside County every quarter.
    - b. Provide results from inspections of out-of-county sites upon request from DPSS.

- F. Notify DPSS promptly of any change for collection site availability. Provide an updated collection site list to DPSS by the end of the next CONTRACTOR Client Service Business Day following any of the change notifications listed below.
1. Provide advance notification to DPSS at least seven (7) calendar days before closing a collection site.
  2. To avoid a lapse in services, whenever possible, open a secondary site in the original site area prior to closing the original site.
  3. Whenever possible, notify DPSS at least one (1) COUNTY Business Day before any other change to availability of a current site.
  4. When advance notification is not possible, notify DPSS by telephone and email within two (2) CONTRACTOR Client Service Business Hours of learning of the change.
- G. Provide an updated list of all current CONTRACTOR specimen collection facilities located in Riverside County to DPSS at least once per quarter.
1. Verify the following information for each collection site:
    - a. Name, address, and fax number;
    - b. Name and telephone number of a contact person;
    - c. Days and hours of service; and
    - d. Restrictions or special procedures.
  2. If there are no changes from the last quarterly list, re-send the previous quarterly list and note that CONTRACTOR has verified the information for all collection sites this quarter and there are no updates for the current quarter.
- H. Provide an updated list of all current CONTRACTOR specimen collection facilities located outside Riverside County to DPSS at least once per quarter.
1. Verify the following information for each collection site:
    - a. Name and address,
    - b. Name and telephone number of a contact person,
    - c. Days and hours of service, and
    - d. Restrictions or special procedures.
  2. The updated list may be provided in two or more separate documents so long as all active out-of-county collection sites appear on one of the out-of-county site lists provided.
  3. If there are no changes from the last quarterly list, re-send the previous quarterly list and note that CONTRACTOR has verified the information for all collection sites this quarter and there are no updates for the current quarter.
- I. Make ongoing efforts to provide collection sites in Hemet and Banning. If sites approved by CSD as acceptable permanent sites are not available in these locations, provide monthly written updates on the progress of the search for new collection sites for the Hemet and Banning areas. If there have been no changes since the last monthly update, re-send the previous monthly update and note that there are no updates for the current month.

### **B.3 REFERRAL, ENROLLMENT, AND SPECIMEN COLLECTION**

- A. Provide random or on-demand drug testing, or both, as specified on the CSD 3652 Drug Testing Referral Form, attached hereto as Exhibit B and incorporated herein by this reference.
- B. Enroll each client referred for random drug testing in a randomized drug screening process.
- C. Ensure that random drug testing clients 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 by the SSP.
- D. Do not allow clients to continue testing after the conclusion of the 90-day period of random drug testing unless a new referral reauthorizes the client for an additional 90-day period, as described above. Ensure that all requests for additional testing in the 90-day random drug testing program (reauthorizations) have proper authorization by DPSS personnel.
- E. Provide non-randomized testing on the On-Demand Collection Date specified on the referral form to each client referred for on-demand drug testing.
- F. Permit clients to test only on the date they are scheduled for random testing or on the on-demand collection date specified on the referral form. Ensure that clients attempting to test on other days receive paperwork stating that they attempted to test but were not on that day's random list and did not have an on-demand referral for that date.
- G. Ensure that only those clients whose referral forms authorize after-hours testing are permitted to test after hours (Monday through Friday after 5:00 p.m. and Saturday and Sunday) if there will be an additional charge for the after-hours testing.
- H. Ensure that 100% of all specimen collections at all collection sites are observed by same-sex collection site staff or a licensed medical professional.

### **B.4 LABORATORY AND TESTING**

- A. Test each specimen for one or both of the following test panels, as requested on the referral form:
  - 1. Ten Panel,
  - 2. Ethyl Glucuronide (ETG).
- B. Ensure that all referrals for ETG testing have proper authorization by DPSS personnel.
- C. Provide drug testing for the following drugs at the cutoff concentration levels listed in the tables below.

**Ten Panel (plus Alcohol)**

<b>Drug Analyte</b>	<b>Initial Drug Test Cutoff Concentration</b>	<b>Confirmatory Drug Test Cutoff Concentration</b>
Alcohol (12 Hour)	20 mg/dL	20 mg/dL
Amphetamine/Methamphetamine <ul style="list-style-type: none"> <li>• Amphetamine</li> <li>• Methamphetamine</li> </ul>	500 ng/mL	250 ng/mL 250 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL	100 ng/mL
Marijuana metabolites (THCA)	50 ng/mL	15 ng/mL
MDMA/MDA <ul style="list-style-type: none"> <li>• Methylenedioxymethamphetamine (MDMA)</li> <li>• Methylenedioxyamphetamine (MDA)</li> </ul>	500 ng/mL	250 ng/mL 250 ng/mL
Opiate metabolites and opioids:		
Codeine/Morphine <ul style="list-style-type: none"> <li>• Morphine</li> <li>• Codeine</li> </ul>	2000 ng/mL	2000 ng/mL 2000 ng/mL
Hydrocodone/Hydromorphone <ul style="list-style-type: none"> <li>• Hydrocodone</li> <li>• Hydromorphone</li> </ul>	300 ng/mL	100 ng/mL 100 ng/mL
Oxycodone/Oxymorphone <ul style="list-style-type: none"> <li>• Oxycodone</li> <li>• Oxymorphone</li> </ul>	100 ng/mL	100 ng/mL 100 ng/mL
Methadone	300 ng/mL	300 ng/mL
6-Acetylmorphine	10 ng/mL	10 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL

**ETHYL GLUCURONIDE (ETG) 80-HOUR ALCOHOL TEST**

<b>Drug Analyte</b>	<b>Initial Screening</b>	<b>Confirmation Test</b>
Ethyl Glucuronide (ETG) <ul style="list-style-type: none"> <li>• ETG</li> <li>• Ethyl Sulfate (ETS)</li> </ul>	500 ng/mL	500 ng/mL 100 ng/mL

- D. Perform an initial drug test on each authorized specimen received using an immunoassay test for each drug class tested. If the initial drug test is positive, perform a confirmatory drug test on a second aliquot from the original specimen bottle using gas chromatography/mass spectrometry (GC/MS or GC/MS/MS) or liquid chromatography/mass spectrometry (LC/MS or LC/MS/MS) as the confirmatory drug test.

- E. Perform validity specimen testing on all specimens. Perform a confirmatory validity test on each specimen whose initial validity test is abnormal.

**B.5 RESULTS AND NOTIFICATION**

- A. Provide drug test results via a secured online system.
  - 1. The online system must be accessible to designated COUNTY staff 24 hours a day, 7 days a week.
  - 2. The online system must provide the following information:
    - a. Name of client,
    - b. CSD region in which referral originated,
    - c. Date of Receipt of Specimen,
    - d. Date of collection,
    - e. Date results were posted to online system,
    - f. Drug panels tested,
    - g. Name of drug and test result (positive/negative) for each drug class tested,
    - h. Quantitative results for each positive substance,
    - i. Name of referring SSP, and
    - j. Telephone Number of referring SSP.
- B. Provide positive results within three (3) Laboratory Business Days of Receipt at the Laboratory unless more time is required for additional confirmatory testing.
- C. Provide negative test results within one (1) Laboratory Business Day of Receipt at the Laboratory.
- D. Provide notification via the secured online system by the third (3<sup>rd</sup>) COUNTY Business Day following any failed appointment. Provide such no-show notification both for participants who fail to appear (“no-show”) for testing and for clients who appear but fail to provide a specimen for testing.
- E. Provide notification of any leaked specimens or non-valid results via the secured online system within one (1) Laboratory Business Day of receipt of the leaked or unacceptable specimen.
- F. Notify the DPSS liaison via secure email upon Receipt of Specimen that cannot be tested because it spilled in transit.
  - 1. Send the notification on the same CONTRACTOR Client Service Business Day that specimen is received.
  - 2. For specimens received outside CONTRACTOR Client Service Business Hours, send the notification on the next CONTRACTOR Client Service Business Day.
  - 3. Include the following information in the notification:
    - a. Date of collection,
    - b. Client’s name,

- c. Client's DOB or SSN,
  - d. Collection site,
  - e. Date Received, and
  - f. Specimen ID and/or accession number.
4. Include the following additional information if it is available:
    - a. Name of referring SSP,
    - b. Name of referring CSD region, and
    - c. Any other details CONTRACTOR deems appropriate.
  5. Copy referring SSP on the email notification if possible.
- G. Notify referring SSP via phone or email of any incident that occurs involving a client on the same CONTRACTOR Client Service Business Day that CONTRACTOR learns of the incident.
1. For incidents occurring outside CONTRACTOR Client Service Business Hours, notify SSP on the next CONTRACTOR Client Service Business Day.
  2. Send a follow-up letter via secure email to the referring SSP and the DPSS liaison detailing the incident, including the following:
    - a. Date and method of initial notification to SSP;
    - b. Details of incident;
    - c. Date/time of occurrence;
    - d. Location of incident;
    - e. Persons involved;
    - f. Corrective action taken, if any;
    - g. Resolution; and
    - h. Determination of whether this was a single incident or systemic.
  3. Keep a record of all incidents, including the information included in the follow-up letter.

## **B.6 REPORTING**

Provide the monthly reports listed below within 30 days following the end of the month on templates approved or provided by DPSS. Such reports shall be sent by email to [PDRreports@rivco.org](mailto:PDRreports@rivco.org) and to the designated DPSS liaison.

### **A. Monthly Statistical Report**

The report includes, but is not limited to, the following information:

1. The number of all randomized tests,
2. The number of all on-demand tests,
3. The number of specimens tested only for ten panel (plus Alcohol),
4. The number of specimens tested only for Ethyl Glucuronide (ETG),
5. The number of specimens tested for both ten panel and ETG,

6. The number of positive results,
7. The number of negative results,
8. The number of tested specimens that did not have reportable valid results,
9. The number of specimens that were collected but could not be tested,
10. An unduplicated count of the number of specimens tested,
11. An unduplicated count of the number of specimens collected,
12. An unduplicated count of the number of clients served,
13. An unduplicated count of the number of clients referred, and
14. An unduplicated count of clients receiving more than 90 days of uninterrupted random testing services.

**B. Monthly Regional Report**

This report includes, but is not limited to, the information listed below for each region, as identified on the CSD 3652 Drug Testing Referral form. A list of regions is included in Exhibit C attached hereto and incorporated herein by this reference.

1. Number of drug testing referrals received from that region
2. Number of urine drug tests administered for that region

**C. Monthly Turn-Around Time Report**

This report includes, but is not limited to, the following information:

1. Number of positive test results that posted within three (3) Laboratory Business Days,
2. Number of positive test results that posted after more than three (3) Laboratory Business Days,
3. Number of negative test results that posted within one (1) Laboratory Business Day,
4. Number of negative test results that posted after more than one (1) Laboratory Business Day,
5. Number of unacceptable specimen notifications that posted within one (1) Laboratory Business Day,
6. Number of unacceptable specimen notifications that posted after more than one (1) Laboratory Business Day,
7. Number of no-show notifications that posted within three (3) COUNTY Business Days, and
8. Number of no-show notifications that posted after more than three (3) COUNTY Business Days.

I. PHYSICAL SECURITY

The CONTRACTOR shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The CONTRACTOR agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the CONTRACTOR facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - 1. Properly coded key cards
  - 2. Authorized door keys
  - 3. Official identification
- C. Issue identification badges to CONTRACTOR staff.
- D. Require CONTRACTOR staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the CONTRACTOR facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk



assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
  - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
  - 1. All users must be issued a unique user name for accessing PII.
  - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  - 3. Passwords are not to be shared.
  - 4. Passwords must be at least eight (8) characters.
  - 5. Passwords must be a non-dictionary word.
  - 6. Passwords must not be stored in readable format on the computer or server.
  - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
  - 8. Passwords must be changed if revealed or compromised.
  - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
    - a. Upper case letters (A-Z)
    - b. Lower case letters (a-z)
    - c. Arabic numerals (0-9)
    - d. Special characters (!,@,#, etc.)
- H. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
  - 1. Data is confidential;
  - 2. Systems are logged;
  - 3. System use is for business purposes only, by authorized users; and
  - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
  - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
  - 2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  - 3. If PII is stored in a database, database logging functionality shall be enabled.
  - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
  - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

### III. AUDIT CONTROLS

- A. System Security Review.
  - 1. The CONTRACTOR must ensure audit control mechanisms are in place.
  - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
  - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
  - 1. The CONTRACTOR shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - 3. The procedures shall include storing backups offsite.
  - 4. The procedures shall ensure an inventory of backup media.
  - 5. The CONTRACTOR shall have established documented procedures to recover PII data.
  - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

#### V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The CONTRACTOR shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A CONTRACTOR that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the CONTRACTOR obtains prior written permission from the County to use another method.

## VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The CONTRACTOR shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
7894 Mission Grove Parkway, Suite 100  
Riverside, CA 92508  
(951) 358-6841

**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Pacific Toxicology Laboratories  
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII 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; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 financial assistance; and HEREBY GIVE ASSURANCE THAT 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 VENDOR/RECIPIENT HEREBY 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 vendor/recipient 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 11135-11139.5, 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/5/19  
Date

  
Director's Signature

5398 Desoto Cholsworth Dr  
Address of Vendor/Recipient  
(08/13/01) 91311

CR50-Vendor Assurance of Compliance

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: Pacific Toxicology Laboratories  
 Remit to Name  
 9348 De Soto Ave., Chatsworth, CA 91311  
 Address  
 Pacific Toxicology Laboratories  
 Contractor Name  
 DPSS-0000812  
 Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

- |  |          |  |
|--|----------|--|
| <input type="checkbox"/> Advance Payment<br>(if allowed by Contract/MOU) | \$ _____ | <input type="checkbox"/> Actual Payment \$ _____<br>(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment                         | \$ _____ | _____ # of Units) X _____ (\$) _____   |
| _____ # 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

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

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	_____
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	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.**

**ZONE AREAS BY ZIP CODE**  
 Revised August 30, 2016

**Zone #1**  
**Western County**



City	Zip Code
Colton*	92324
Corona	92877
Corona	92878
Corona	92879
Corona	92880
Corona	92881
Corona	92882
Corona	92883
Homeland	92548
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
Perris	92599
Redlands*	92379
Riverside	92501
Riverside	92502
Riverside	92503
Riverside	92504
Riverside	92505
Riverside	92506
Riverside	92507
Riverside	92508
Riverside	92509
Riverside	92513
Riverside	92514
Riverside	92515
Riverside	92516
Riverside	92517
Riverside/March AFB	92518
Riverside	92519
Riverside (UCR)	92521
Riverside	92522
Romoland	92585

City	Zip Code
Aguanga	92536
Anza	92539
Banning	92220
Beaumont/ Cherry Valley	92223
Cabazon	92230
Calimesa	92320
Hemet	92543
Hemet/Valle Vista	92544
Hemet	92545
Hemet	92546
Idyllwild	92549
Lake Elsinore	92530
Lake Elsinore	92531
Lake Elsinore	92532
Menifee	92584
Mountain Center	92561
Murrieta	92562
Murrieta	92563
Murrieta	92564
San Jacinto	92581
San Jacinto	92582
San Jacinto/ Gilman Hot Springs	92583
Sun City	92586
Sun City/ Quail Valley/ Canyon Lake	92587
Temecula	92589
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
Wildomar	92595
Winchester	92596
Yucaipa*	92399

City	Zip Code
Blythe/Ripley	92225
Blythe	92226
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	92247
La Quinta	92248
La Quinta	92253
Mecca/ North Shore	92254
North Palm Springs	92258
Palm Desert	92211
Palm Desert	92255
Palm Desert	92260
Palm Desert	92261
Palm Springs	92262
Palm Springs	92263
Palm Springs	92264
Rancho Mirage	92270
Thermal/Oasis/ Salton Sea	92274
Thousand Palms	92276
Whitewater	92282

\*Zip Codes for referral only





**Children's Services Division  
Drug Testing Referral – CSD 3652**

CWS/CMS Referral #:	CWS/CMS Case #:	Today's Date:
Case Name:		

CSSW Name:	CSSW Phone:
CSSW Email:	CSSW Cell:
CSSW Office: <Select>	CSSW Region: <Select>

<b>Client Information (On person to be tested)</b>		
Name of Person to be Tested: First Name:	Last Name:	
Address of Person to be Tested: (Street Address / City / State / Zip Code):	<input type="checkbox"/> Check if Out of County, and Specify County:	
Contact Phone #:	DOB:	CWS-CMS Client ID #:
Type of Referral: <Select>	<b>Note: Reauthorization for Random Urine Testing requires RM approval.</b>	

<input type="checkbox"/> <b>On Demand Urine Test</b>	<b>On Demand Collection Date:</b>
<input type="checkbox"/> <b>Random Urine Test – During regular business hours only</b> <i>(Note: Authorization is good for 90 days. Reauthorization requires RM approval.)</i>	
<input type="checkbox"/> <b>After-hours Testing IS Authorized</b> <i>(Note: Requires RM approval.)</i>	<input type="checkbox"/> <b>After-Hours Testing IS NOT Authorized.</b>
Collection Site*:	
Collection Address*:	
Test Panel requested: <Select>	
Justification for ETG testing (if requested):	
<b>On Demand:</b> Fax referral to: (818) 534-3493 <b>and</b> to Collection Site*	Phone: (877) 688-6942 Pacific Toxicology
<b>Random:</b> Fax referral to: (818) 534-3493 Pacific Toxicology	

**Regarding Random Urine Drug Testing:** The client is required to call **(855) 250-9321 daily** for 90 days (Reauthorization requires RM approval) and listen for the **first initial of their last name** on the recording. If their initial is announced, they should report to the referred collection site for observed drug testing during the business hours listed for that site\*.

<input type="checkbox"/> <b>Hair Test (Requires a Court Order OR RM approval.)</b>	
Collection Site*:	
Collection Address*:	
Fax Referral to: (858) 635-5843 Phamatech	Phone: (888) 635-5840 Phamatech

<b>Court Ordered Testing:</b> <input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, date of Minute Order:
--	-------------------------------

<b>Approval Signatures:</b>		
<ul style="list-style-type: none"> <li>▪ <i>Supervisor's signature – required for all requests</i></li> <li>▪ <i>Regional Manager's signature – Required for all ETG tests, all reauthorizations of random urine drug testing, all after-hours testing, and all non-court-ordered hair testing</i></li> </ul>		
Supervisor Signature:	X _____	_____ Date
Regional Manager Signature:	X _____	_____ Date

\*Refer to Current Testing Site List on the CSD Extranet.

## Regions for Monthly Reporting

Revised 4/29/2019

<b>Current Region Name – use for reporting (acronym or abbreviated name)</b>	<b>Previous Region Name [notes]</b>
Child Adoption and Placement Services (CAPS)	Permanency
Command Post (CP)	Central Intake Center/Command Post
Court and Specialized Investigations (CSI)	Court & Investigative Services
Desert	Desert [AND] Blythe [combined into one region]
Diamond Valley (DVR)	Diamond Valley
Enhanced Centralized Services (ECS)	Enhanced Centralized Services
Metropolitan (Metro)	Metro
Mid County	Mid County
Southwest	Southwest
Valley	Valley
West Corridor	West Corridor
Youth & Community Resources (YCR)	Youth & Community Resources