

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



ITEM: 3.26
(ID # 15044)

MEETING DATE:

Tuesday, June 22, 2021

FROM: PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve Amendment No. 1 to the First Amended and Restated Agreement to DPSS-0000812 with Pacific Toxicology Laboratories for Urine Drug Testing and Specimen Collection Services [Districts All]; [Total Cost \$188,274 and up to \$138,455 in additional compensation]; [Funding: Realignment 56.82%; Federal 41.01%; County 2.17%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 1 to the First Amended and Restated Agreement to DPSS-0000812 with Pacific Toxicology Laboratories for Urine Drug Testing and Specimen Collection Services to increase the total contract aggregate amount by \$188,274 from \$756,000 to \$944,274 through the current expiration date of June 30, 2022 and authorize the Chair of the Board to sign the agreement on behalf of the County.
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 exercise the options of the agreements including modifications of the statement of work that stay within the intent of the agreement; and sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) annually; up to \$138,455 over 2 years in Additional Compensation.

ACTION:


Sayori Baldwin, DPSS Director 6/1/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: June 22, 2021
xc: DPSS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 94,137	\$ 94,137	\$ 188,274	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Realignment 56.82%; Federal 41.01%; County 2.17%]			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 21/22	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

DPSS has experienced an unexpected increase in client need for urine drug testing and specimen collection services throughout Riverside County. Urine drug testing and specimen collection services are critical to the operation of the 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. This amendment is being requested to increase the aggregate maximum reimbursable amount (MRA) by \$188,274 from \$756,000 to \$944,274. As a result, DPSS will be able to meet the increased need for these services and ensure that service levels are sustained.

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.

Additional Fiscal Information

The total annual payments to Pacific Toxicology Laboratories shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2019 through June 30, 2020	\$252,000
July 1, 2020 through June 30, 2021	\$346,137
July 1, 2021 through June 30, 2022	\$346,137
Total	\$944,274

Contract History and Price Reasonableness

In 2013, County Purchasing released Request for Proposal (RFP), PUARC-1337, for County-wide clinical lab services. For the drug testing and specimen collection services required by DPSS CSD, Pacific Toxicology was determined to be the lowest responsive, responsible bidder.

In 2018 it was determined that other companies with which the County has contracts under cooperative agreements for drug testing services do not perform all tasks of the services DPSS CSD requires. CSD requires on-demand testing, which necessitates laboratory availability on

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

weekends. CSD also requires specimen collections to be observed by same-sex collection site staff, or a licensed medical professional. Therefore, DPSS determined the best course of action for the department was a single source contract with Pacific Toxicology to allow DPSS to finalize a formal Request for Proposal. DPSS entered into a three-year single source agreement with Pacific Toxicology Laboratories (DPSS-0000812) by way of single source approval on May 17, 2019 and Board of Supervisors approval, Board agenda July 23, 2019 item 3.38.

With the Board's approval, DPSS is requesting to increase the annual MRA for agreement DPSS-0000812 to \$346,137 through fiscal year 2021/2022.

ATTACHMENTS:

Attachment A: Amendment No. 1 to the First Amended and Restated Agreement to DPSS-0000812 with Pacific Toxicology Laboratories for Urine Drug Testing and Specimen Collection Services

Attachment B: Approved Single Source Justification


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

6/9/2021


Gregory T. Priamos, Director County Counsel

6/10/2021

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT #1 TO THE FIRST AMENDED AND RESTATED AGREEMENT WITH
Pacific Toxicology Laboratories
Urine Drug Testing and Specimen Collection Services

PROFESSIONAL
SERVICES AGREEMENT: DPSS-0000812

EFFECTIVE PERIOD: July 1, 2019 – June 30, 2022

AGGREGATE MRA: \$944,274

EFFECTIVE DATE
OF AMENDMENT: July 1, 2020

This Amendment #1 to the First Amended and Restated Agreement, DPSS-0000812, to provide Urine Drug Testing and Specimen Collection Services, is made by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (DPSS), and Pacific Toxicology Laboratories, a California corporation (Contractor).

WHEREAS, DPSS and Contractor previously entered into that certain Agreement DPSS-0000812 to provide Urine Drug Testing and Specimen Collection Services, executed on July 23, 2019, Agenda Item 3.8, and effective July 1, 2019 through June 30, 2022 (“Original Agreement”); and,

WHEREAS, DPSS and Contractor previously entered into that certain First Amended and Restated Agreement DPSS-0000812 to provide Urine Drug Testing and Specimen Collection Services, executed on June 18, 2020, and effective July 1, 2019 through June 30, 2022 (“Agreement”); and,

WHEREAS, the parties now desire to amend the Agreement to increase the maximum annual payment amount.

NOW THEREFORE, in consideration of their mutual covenants, DPSS and Contractor agree to amend the Agreement according to the terms and in the manner set forth herein:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.

///
///
///
///
///
///
///
///
///

2. **Amend Schedule A, "Payment Provisions," Subsection A.1. "Maximum Amounts – Annual and Aggregate Totals."** Subsection A.1 is hereby deleted in its entirety and replaced with the following:

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
July 1, 2020 through June 30, 2021	\$346,137
July 1, 2021 through June 30, 2022	\$346,137
Total	\$944,274

3. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
4. **Effective Date.** This Amendment #1 shall be effective July 1, 2020.
5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment #1 to the First Amended and Restated Agreement to DPSS-0000812 as of the date last written below.

County of Riverside

Pacific Toxicology Laboratories

Karen S. Spiegel

Karen Spiegel, Chair
Board of Supervisors

Rocco Lanzolatta

Jeff Lanzolatta,
Chief Executive Officer

June 22, 2021

Date

May 25, 2021

Date

ATTEST:

KECIA R. HARPER, Clerk

By

Michelle Kasso
DEPUTY

Approval as to Form
Gregory P. Priamos
County Counsel

Esen Sainz

By:

Esen Sainz
Deputy County Counsel

May 25, 2021.