

**SUBMITTAL TO THE RIVERSIDE COUNTY  
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 7.1**  
(ID # 24938)

**MEETING DATE:**  
Tuesday, June 25, 2024

**FROM :** IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

**SUBJECT:** IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY: Ratify and Approve Amendment No. 2 to Professional Services Agreement DPSS-0004499 with Pacific Toxicology Laboratories for Urine Drug Testing and Specimen Collection services to increase the annual contract amount by \$20,000 from \$40,000 to \$60,000 for FY 23/24 through FY 25/26; All Districts. [Total Aggregate Cost: \$180,000, Funding: 41% Federal, 59% Realignment]

**RECOMMENDED MOTION:** That the IHSS Public Authority Board of Directors:

1. Ratify and Approve Amendment No. 2 to the Professional Services Agreement #DPSS-0004499 with Pacific Toxicology Laboratories for Urine Drug Testing and Specimen Collection services to increase the annual contract amount by \$20,000 from \$40,000 to \$60,000 for FY 23/24 through FY 25/26; and authorize the Chair of the Board to sign the Amendment 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 as to form by County Counsel to (a) to issue a Purchase Order for any goods and/or services rendered. (b) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) annually.

**ACTION:Policy**


  
David Dai 6/30/2024

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**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 25, 2024  
xc: DPSS/IHSS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE RIVERSIDE COUNTY IN-HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY  
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**MINUTES OF THE BOARD OF SUPERVISORS**

<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>	\$60,000	\$60,000	\$180,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 41% Federal, 59% Realignment</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24- 25/26

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

**BACKGROUND:**

**Summary**

In-Home Supportive Services – Public Authority (IHSS-PA) Home Care Providers are responsible for caring for the disabled adult, and elderly population. The urine drug testing and specimen collection services are critical to the operation of IHSS-PA to ensure providers maintain a drug-free lifestyle. IHSS-PA and Pacific Toxicology Laboratories previously entered into Agreement DPSS-0004499, effective July 1, 2022, through June 30, 2024, to provide urine drug testing and specimen collection services to prospective IHSS-PA Home Care Providers who have been referred by IHSS-PA. This amendment requests an increase to IHSS-PA Pacific Toxicology’s professional services agreement to increase the annual budget by \$20,000 from \$40,000 to \$60,000 for FY 23/24 through FY 25/26 to address the increased demand for services.

On December 7, 2021, Riverside County Purchasing and Fleet Services on behalf of the Department of Public Social Services (DPSS) Children’s Services Division (CSD) released a Request for Proposal (RFP) #DPARC-597 for Laboratory Drug Testing Services which resulted in an award to Pacific Toxicology – Agreement DPSS-0004196 (approved by the Board of Supervisors on June 21, 2022, agenda item 3.21). Pacific Toxicology extended the same terms and pricing of the DPSS-0004196 agreement for Urine Drug Testing and Collections to IHSS-PA and are reflected in Agreement DPSS-0004499. IHSS-PA desires to ratify the piggyback effective July 1, 2022, through June 30, 2024.

**Impact on Residents and Businesses**

These services will improve and ensure the quality of care and services for IHSS-PA clients.



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**Additional Fiscal Information**

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

FISCAL YEAR PERIOD	Original PAYMENT	Amended Payment
July 1, 2023, through June 30, 2024	\$40,000	\$60,000
<b>FY 23/24 Total:</b>	<b>\$40,000</b>	<b>\$60,000</b>
Option # 1 July 1, 2024 through June 30, 2025	\$40,000	\$60,000
Option # 2 July 1, 2025 through June 30, 2026	\$40,000	\$60,000
<b>Total with Options:</b>	<b>\$120,000</b>	<b>\$180,000</b>

**Contract History and Price Reasonableness**

The agreement with Pacific Toxicology Laboratories before the Board is based on utilizing the same pricing and terms from the DPSS-0004196 agreement with Pacific Toxicology Laboratories, also known as piggybacking, which was awarded through a publicized competitive bid process.

Piggybacking off of other competitively bid governmental procurements meets the county's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services.

**ATTACHMENT:** Attachment A: DPSS-0004499 – Pacific Toxicology Laboratories Amendment Number 2

  
Meghan Hahn, Director of Procurement 5/31/2024

  
Brianra Lontajo, Principal Management Analyst 6/18/2024

  
Gregg Gu, Chief of Deputy County Counsel 5/31/2024

RIVERSIDE COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  
 AMENDMENT No. 2  
 PROFESSIONAL SERVICES AGREEMENT DPSS-0004499 WITH  
 PACIFIC TOXICOLOGY LABORATORIES

AGREEMENT:	DPSS-0004499-02
ORIGINAL PERIOD OF PERFORMANCE:	July 1, 2022 - June 30, 2024 (with two, one-year options to renew)
AMENDED PERIOD OF PERFORMANCE:	Upon Signature - June 30, 2025 (with two, one-year options to renew)
RENEWED PERIOD OF PERFORMANCE:	July 1, 2024-June 30, 2025 (with (1) one-year option to renew)
ORIGINAL MAXIMUM REIMBURSABLE AMOUNT:	\$40,000
AMENDED MAXIMUM REIMBURSABLE AMOUNT:	\$60,000 (FY 23/24)
AGGREGATE MAXIMUM REIMBURSABLE AMOUNT WITH OPTIONS:	\$180,000 Option 1: \$60,000 (FY 24/25) Option 2: \$60,000 (FY 25/26)

This Ratification and Amendment No.2 to the Original Professional Services Agreement DPSS-0004499 ("Agreement"), is made by and between Pacific Toxicology Laboratories, a California corporation ("CONTRACTOR") and Riverside County In-Home Supportive Services Public Authority, a corporate public body, ("IHSS-PA" and/or "COUNTY").

**RECITALS**

**WHEREAS**, IHSS-PA and CONTRACTOR previously entered into that certain Agreement No. DPSS-0004499, to provide urine drug testing and specimen collection services to prospective IHSS-PA Home care Providers who have been referred by IHSS-PA staff; effective July 1, 2022 through June 30, 2024, with the option to renew for two (2) one-year periods as agreed upon by the parties and exercised by written amendment unless terminated earlier; and

**WHEREAS**, IHSS-PA and CONTRACTOR previously entered into that certain Amendment No.1 on June 1, 2023, to increase the maximum reimbursable amount; and,

**WHEREAS**, the parties acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on July 1,2022 and were accepted by COUNTY. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this amendment.



**WHEREAS**, the parties acknowledge and agree that on December 7, 2021, Riverside County Purchasing and Fleet Services on behalf of Department of Public Social Services (DPSS) released RFP #DPARC-597 which resulted in an award to Pacific Toxicology – Agreement DPSS-0004196 for Urine Drug Testing and Collections; and

**WHEREAS**, the parties acknowledge and agree that Contractor has provided services under this Agreement DPSS-0004499, pursuant to the RFP #DPARC-597, Section 9.0 "Use by Other Political Entities" which states the CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County; and

**WHEREAS**, COUNTY has elected to exercise its option to renew the Agreement for an additional one (1) year, commencing July 1, 2024 through June 30, 2025; and

**WHEREAS**, COUNTY and CONTRACTOR desire to amend the Original Agreement to increase the maximum reimbursable amount, all in accordance with terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities for the IHSS-PA and CONTRACTOR; and,

**WHEREAS**, Section 43 of the Agreement allows for modifications by written amendment signed by both parties.

**NOW THEREFORE**, in consideration of their mutual covenants, IHSS-PA and CONTRACTOR agree to amend the Original Agreement according to the terms and in the manner set forth herein:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Renewal.** The Original Agreement is hereby renewed and extended for an additional one (1) year term, commencing July 1, 2024 through June 30, 2025.
3. **Amend** Section I, Definitions, Subsection G to add Juneteenth as a County Observed Holiday.
4. **Amend** Section A.1 "MAXIMUM AMOUNT-ANNUAL AND AGGREGATE TOTALS" to read:

"The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	Original PAYMENT	Amended Payment
July 1, 2023, through June 30, 2024	\$40,000	\$60,000
<b>Total:</b>	<b>\$40,000</b>	<b>\$60,000</b>
Option # 1 July 1, 2024 through June 30, 2025	\$40,000	\$60,000
Option # 2 July 1, 2025 through June 30, 2026	\$40,000	\$60,000
<b>Total with Options:</b>	<b>\$120,000</b>	<b>\$180,000</b>

5. **Amend** Section 28 to add "MANDATED REPORTING" to read as follows and renumber subsequent sections accordingly:

28. MANDATED REPORTING

"California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-1116.3; 11164 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections."

6. **Amend** Section 29 "Employment Practices", to add Subsection F to read as follows:

"During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason".

7. **Signed in Counterparts.** This Amendment 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.
8. **Electronic Signatures.** Each party of this Amendment 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.
9. **Effective Date.** This Amendment No. 2 to Agreement DPSS-0004499, shall become effective upon signature.
10. **Miscellaneous.** All other terms and conditions of the Original Agreement not modified herein shall remain unchanged and in full force and effect.

[Signature page to follow]



IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 2 to Agreement No. DPSS-0004499.

Authorized Signature for CONTRACTOR

Authorized Signature for COUNTY

Suzanne Barbosa

Chuck Washington

Suzanne Barbosa (May 21, 2024 11:47 PDT)

Chuck Washington (Jun 26, 2024 15:23 PDT)

Suzanne Barbosa  
CEO

Chuck Washington  
Chairman, Board of Supervisors

05/21/2024

06/26/2024

Date

Date

ATTEST

Kimberly Rector  
Clerk of the Board

By: Naomy Sicra

Deputy Sicra (Jun 26, 2024 15:23 PDT)



Approval as to Form  
Minh C. Tran  
County Counsel

By: [Signature]  
Eric Stopher  
Deputy County Counsel

Date: 05/22/2024












# 06112024\_MT#24938\_0004499 Pac Tox

Final Audit Report


2024-06-26

Created:	2024-05-21
By:	Faith Nobles (fnobles@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALAh5Vi-dS2vv-b45vjKCQaQtqvxBWw


## "06112024\_MT#24938\_0004499 Pac Tox" History

-  Document created by Faith Nobles (fnobles@rivco.org)  
2024-05-21 - 2:25:59 PM GMT
-  Document emailed to Suzanne Barbosa (sbarbosa@pactox.com) for signature  
2024-05-21 - 2:26:04 PM GMT
-  Email viewed by Suzanne Barbosa (sbarbosa@pactox.com)  
2024-05-21 - 2:27:50 PM GMT
-  Document e-signed by Suzanne Barbosa (sbarbosa@pactox.com)  
Signature Date: 2024-05-21 - 6:47:37 PM GMT - Time Source: server
-  Document emailed to Eric Stopher (estopher@rivco.org) for signature  
2024-05-21 - 6:47:38 PM GMT
-  Email viewed by Eric Stopher (estopher@rivco.org)  
2024-05-22 - 5:57:11 PM GMT
-  Document e-signed by Eric Stopher (estopher@rivco.org)  
Signature Date: 2024-05-22 - 5:57:20 PM GMT - Time Source: server
-  Document emailed to cob-agenda@rivco.org for signature  
2024-05-22 - 5:57:22 PM GMT
-  Email viewed by cob-agenda@rivco.org  
2024-05-30 - 9:33:10 PM GMT
-  Email viewed by cob-agenda@rivco.org  
2024-06-26 - 10:22:04 PM GMT
-  Signer cob-agenda@rivco.org entered name at signing as Naomy Sicra  
2024-06-26 - 10:23:00 PM GMT




 Document e-signed by Naomi Sicra (cob-agenda@rivco.org)


Signature Date: 2024-06-26 - 10:23:02 PM GMT - Time Source: server

 Document emailed to cob-sign@rivco.org for signature

2024-06-26 - 10:23:04 PM GMT

 Email viewed by cob-sign@rivco.org

2024-06-26 - 10:23:15 PM GMT

 Signer cob-sign@rivco.org entered name at signing as Chuck Washington

2024-06-26 - 10:23:49 PM GMT

 Document e-signed by Chuck Washington (cob-sign@rivco.org)

Signature Date: 2024-06-26 - 10:23:51 PM GMT - Time Source: server

 Agreement completed.

2024-06-26 - 10:23:51 PM GMT