



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS (RFP)

FOR

REDUCING YOUTH ACCESS

TO TOBACCO PRODUCTS

RFP 2013-009

OCTOBER 2013

Prepared By
County of Los Angeles
Department of Public Health
DIVISION OF CHRONIC DISEASE AND INJURY PREVENTION

**REQUEST FOR PROPOSALS (RFP)
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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION	1
1.1 Purpose	1
1.2 Background	1
1.3 Availability of Funds	3
1.4 Overview of Solicitation Document.....	4
1.5 Terms and Definitions	5
1.6 Minimum Mandatory Requirements	6
1.7 Project Goals and Objectives: Reducing Youth Access to Tobacco Products.....	6
1.8 The Policy Adoption Model.....	7
1.9 Lobbying Restrictions	10
1.10 County Rights & Responsibilities	11
1.11 Contract Term	11
1.12 Contract Rates (Intentionally Omitted)	12
1.13 Days of Operation	12
1.14 Contact with County Personnel	12
1.15 Final Contract Award by the Board of Supervisors.	12
1.16 Mandatory Requirement to Register on County's WebVen.....	12
1.17 County Option to Reject Proposals or Cancel Solicitation	12
1.18 Protest Policy Review Process	13
1.19 Notice to Proposer Regarding the Public Records Act.....	13
1.20 Indemnification and Insurance	14
1.21 SPARTA Program	14
1.22 Injury & Illness Prevention Program (IIPP).....	14
1.23 Background and Security Investigations	14
1.24 Confidentiality and Independent Contract Status	15
1.25 Conflict of Interest	15
1.26 Determination of Proposer Responsibility	15
1.27 Proposer Debarment.....	16
1.28 Proposer's Adherence to County's Child Support Compliance Program	18
1.29 Gratuities	18
1.30 Notice to Proposers Regarding the County Lobbyist Ordinance.....	18
1.31 Federal Earned Income Credit	19

**REQUEST FOR PROPOSALS (RFP)
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.32 Consideration of GAIN/GROW Participants for Employment.....	19
1.33 County’s Quality Assurance Plan	19
1.34 Recycled Bond Paper.....	20
1.35 Safely Surrendered Baby Law.....	20
1.36 County Policy on Doing Business with Small Business	20
1.37 Jury Service Program.....	20
1.38 Local Small Business Enterprise (SBE) Preference Program	22
1.39 Local Small Business Enterprise (SBE) Prompt Payment Program.....	22
1.40 Notification to County of Pending Acquisitions/Mergers by Proposing Company ..	22
1.41 Transitional Job Opportunities Preference Program (Intentionally Omitted)	23
1.42 Living Wage Program (Intentionally Omitted).....	23
1.43 Contractor’s Obligations as “Other Than Business Associate” Under the Health Insurance Portability and Accountability Act of 1996	23
1.44 Proposer’s Charitable Contributions Compliance.....	23
1.45 Defaulted Property Tax Reduction Program	24
2.0 PROPOSAL SUBMISSION REQUIREMENTS	25
2.1 County Responsibility	25
2.2 Truth and Accuracy of Representations	25
2.3 RFP Timetable	25
2.4 Solicitation Requirements Review.....	25
2.5 Proposers’ Questions	26
2.6 Submission of Application for Exemption to Living Wage Program (Intentionally Omitted).....	26
2.7 Proposers Conference (Intentionally Omitted)	27
2.8 Mandatory Intent to Apply Form	27
2.9 Preparation of the Proposal.....	28
2.10 Business Proposal Format	28
2.11 Cost Proposal Format (Intentionally Omitted)	40
2.12 Proposal Submission.....	40
3.0 SELECTION PROCESS AND EVALUATION CRITERIA.....	42
3.1 Selection Process.....	42
3.2 Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail).....	43
3.3 Disqualification Review	43

**REQUEST FOR PROPOSALS (RFP)
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
3.4 Stage 2: Business Proposal Evaluation and Criteria	44
3.5 Cost Proposal Evaluation Criteria (Intentionally Omitted)	46
3.6 Labor Law/Payroll Violations (Intentionally Omitted).....	46
3.7 Stage 3: Final Review and Selection.....	46
3.8 Departments Proposed Contract Selection Review	46
3.9 County Independent Review Process	48

**REQUEST FOR PROPOSALS (RFP)
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS**

TABLE OF CONTENTS

APPENDICES

- APPENDIX A: SAMPLE CONTRACT
- APPENDIX B: SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN
- APPENDIX C: STATEMENT OF WORK (SOW) EXHIBITS - (Intentionally Omitted)
- APPENDIX D: REQUIRED FORMS
- APPENDIX E: TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW
- APPENDIX F: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
- APPENDIX G: JURY SERVICE ORDINANCE
- APPENDIX H: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
- APPENDIX I: IRS NOTICE 1015
- APPENDIX J: SAFELY SURRENDERED BABY LAW
- APPENDIX K: LIVING WAGE ORDINANCE (Intentionally Omitted)
- APPENDIX L: DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT (Intentionally Omitted)
- APPENDIX M: GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/ PAYROLL VIOLATIONS (Intentionally Omitted)
- APPENDIX N: BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION
- APPENDIX O: DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- APPENDIX P: ELIGIBLE JURISDICTIONS
- APPENDIX Q: CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS
- APPENDIX R: MANDATORY INTENT TO APPLY FORM

1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Department of Public Health (DPH) is issuing this Request for Proposals (RFP) to solicit proposals from qualified agencies (Proposers) to implement a Policy Adoption Model-based campaign using evidence-based strategies in order to reduce youth access to tobacco products throughout select jurisdictions in Los Angeles County (County) where a tobacco retail license ordinance (TRL) has not been adopted.

This RFP establishes guidelines, criteria, and procedures for submitting responses (proposals) for required services.

1.2 Background

Tobacco use is the leading preventable cause of disease and disability in the United States, resulting in over 440,000 deaths each year. It is a risk factor for four of the five leading causes of death: cardiovascular disease, stroke, lung cancer, and emphysema/chronic obstructive coronary disease. In the County, tobacco use is directly linked to the top five causes of death: 14.6% of coronary heart disease, 9.3% of stroke, 77.0% of respiratory (lung/tracheal/bronchial) cancer, 14.7% of pneumonia, and 85.2% of emphysema deaths. One out of every seven deaths (8,500 deaths per year) in the County stem from these tobacco-related diseases. It is estimated that tobacco-related illnesses cost the County \$4.3 billion dollars per year, of which about half are due to direct healthcare expenditures.

Youth Access to Tobacco Products

Cigarette smoking almost always begins in adolescence. According to the U.S. Surgeon General, for every tobacco-related death, two new young people under the age of 26 become regular smokers. Nearly 90.0% of these replacement smokers try their first cigarette by age 18. The California Department of Public Health, California Tobacco Control Program (CDPH/CTCP), estimates that 73,000 kids per year, or 200 children per day, become addicted to tobacco in California. According to the Centers for Disease Control and Prevention, the younger individuals are when they start using tobacco, the more likely they are to become addicted and the more heavily addicted they will become.

Use of multiple tobacco products - including cigarettes, cigars, and smokeless tobacco - has become common among young people, due to increased accessibility and advertising of flavored and inexpensive tobacco products, such as little cigars, cigarillos, and smokeless tobacco (e.g., snus, dissolvables, and electronic cigarettes). In 2010, 41.6% of current tobacco users among high school students in the County used multiple tobacco products. Accessibility, availability, and price are among factors associated with youth tobacco use.

In California, two state laws, Penal Code Section 308(a) and STAKE Act: Stop Tobacco Access to Kids Enforcement (California Business and Professions Code Sections 22958, 22952, 22957; California Code of Regulations, Title 17, Section 6903) prohibit the sale of tobacco products to minors.

However, because of the lack of enforcement of existing state laws, retailers continue to illegally sell tobacco to youth. In the County, community-based organizations working with DPH conducted Youth Purchase Surveys (YPSs) to assess the rate of retailers willing to sell cigarettes to minors. These surveys were conducted using a comprehensive “attempted buy” protocol developed by DPH where youth between the ages of 15 to 17 go into stores and attempt to buy tobacco products. YPSs were conducted in 22 cities between the years of 2008 and 2013, and the rate of retailers that were willing to sell tobacco to minors ranged from a low of 8.0% in the City of Hawaiian Gardens to a high of 48.0% in the City of La Puente.

Research has demonstrated that educating store owners and clerks about illegal tobacco sales does not reduce tobacco sales to minors. Tobacco industry-sponsored merchant education programs, such as "We Card," and educational campaigns sponsored by local health departments have proven to be ineffective at reducing illegal sales.

As a result, tobacco control efforts to reduce youth access to tobacco have shifted from an educational to a retail licensing approach. Retail licensing policies require each merchant to obtain a license to sell tobacco products and provide for the suspension or revocation of the license if the merchant sells tobacco to minors or violates other local, state, or federal tobacco laws. Because tobacco sales comprise a substantial portion of revenue, losing the ability to sell tobacco products will cost most merchants far more than a fine.

Over 80 jurisdictions in California have established strong local TRL policies that include annual fees that fund compliance checks. This includes unincorporated parts of the County and over 35 cities within the County, two of which incorporated banning single sales of little cigars and cigarillos into their TRL policy. Strong tobacco retail licensing ordinances, like those implemented in the County, have proven to be effective in reducing youth access to tobacco products. For example, illegal tobacco sales to minors dropped from 20% to 0% in Pasadena and from 26.7% to 4.0% in Burbank after a tobacco licensing program was implemented in those cities.

Proposition 99

In November 1988, California voters approved the Tobacco Tax and Health Promotion Act (Proposition 99), making this the first state in the nation to implement a comprehensive tobacco control program. It also increased the state cigarette tax by \$0.25 per pack and added an equivalent amount on other tobacco products. Since that time, CDPH/CTCP has made large strides in tobacco control.

The goal of CDPH/CTCP is to change the social norms surrounding tobacco use by “indirectly influencing current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible.” To change tobacco-related social norms, CDPH/CTCP funds a statewide media campaign and state and community interventions which focus on policy, system, and environmental change in four priority areas: 1) Limit Tobacco Promoting Influences; 2) Reduce Exposure to Secondhand Smoke, Tobacco Smoke Residue, Tobacco Waste, and Other Tobacco Products; 3) Reduce the Availability of Tobacco; and 4) Promote Tobacco Cessation.

In an effort to provide an infrastructure that reaches into communities across California, CDPH/CTCP established tobacco control programs in 61 local health departments known as local lead agencies (58 counties and three cities). DPH is the largest local lead agency in California in terms of size and funding. DPH implements a countywide tobacco control program primarily through contracts with community organizations.

Since its inception in 1989, DPH has gained much valuable experience in the field of tobacco control and continues to evolve in order to tackle the complexities and challenges of implementing a successful tobacco control program. Following the lead of the state tobacco control program, DPH transitioned from a health education approach focusing on individual-level behavior change to a policy-based approach targeting community-level social norms.

1.3 Availability of Funds

Over the years, DPH has worked on various tobacco control policies to reduce secondhand smoke exposure and reduce availability of tobacco products. This RFP focuses on reducing youth access to tobacco with the objective of passing and implementing a TRL ordinance in eligible jurisdictions throughout the County as listed in Appendix P of this RFP.

The County has received funding from the state to support the Reducing Youth Access to Tobacco Products project and is anticipating funding approximately four (4) contracts in an estimated amount of \$100,000 each for the first year, with an option to extend the term for two (2) additional years at the same annual level of funding. Funding for Years 2 and 3 is contingent upon continued availability of funding.

The County shall in no way be liable or responsible to a Proposer or any third party for any costs incurred in connection with the preparation or submission of any proposal, the modification of any of the Proposer's operations in responding to this RFP, a Proposer's protest of the contract award process, and/or the contract negotiation process.

1.4 Overview of Solicitation Document

This RFP is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding the requirements of the Contract and the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers in how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be selected and evaluated.
- **APPENDICES:**
 - **A - SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.
 - **B - SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN:** Provides the reimbursable activities and deliverables to be completed under the Contract.
 - **C - STATEMENT OF WORK EXHIBITS:** Intentionally Omitted.
 - **D - REQUIRED FORMS:** Forms that must be completed and included in the proposal.
 - **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
 - **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
 - **G - JURY SERVICE ORDINANCE:** County Code.
 - **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
 - **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
 - **J - SAFELY SURRENDERED BABY LAW:** County program.
 - **K - LIVING WAGE ORDINANCE:** Intentionally Omitted.

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- **L - DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT:** Intentionally Omitted.
 - **M - GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS:** Intentionally Omitted.
 - **N - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
 - **O - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.
 - **P - ELIGIBLE JURISDICTIONS:** Cities in Los Angeles County that have not adopted a TRL ordinance.
 - **Q - CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS:** Required appendix in order for a Proposer to demonstrate they do not receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company.
 - **R - MANDATORY INTENT TO APPLY FORM:** Required appendix in order for the proposal to be eligible for review and certifies that the Proposer meets each of the minimum mandatory requirements.

1.5 Terms and Definitions

The following terms are used throughout this RFP and shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. Eligible jurisdiction: a city in Los Angeles County that has not adopted a TRL ordinance. All eligible jurisdictions are listed in Appendix P of this RFP.
2. Jurisdiction: a city in Los Angeles County or an unincorporated area of Los Angeles County.
3. Midwest Academy Strategy Chart: a tool for linking elements in a complex policy campaign. Consists of five components which serve as a blueprint or roadmap to achieve the desired policy campaign outcome (e.g., adoption of a tobacco retail license).
4. Policy Adoption Model (PAM): an easy-to-implement, step-by-step guide for tobacco control coalitions to facilitate policy adoption in local jurisdictions.
5. Tobacco Retail License (TRL): a license that all businesses must obtain from the local government to sell tobacco products to consumers.

6. Youth Purchase Surveys (YPS): a comprehensive “attempted to buy” protocol developed to assess rates of retailers willing to sell cigarettes to minors.

1.6 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Sample Activity Reimbursement Action Plan, of this RFP are invited to submit a proposal, **provided they meet all of the following requirement(s)**:

- 1.6.1 Proposer must complete and submit the Mandatory Intent to Apply Form (Appendix R) by the deadline as described in Section 2.8, of this RFP.
- 1.6.2 Proposer must have at least one (1) year experience within the last five (5) years in health policy advocacy or prevention interventions prior to the proposal submission deadline.
- 1.6.3 Proposer must be one of the following:
- a. A non-profit or non-governmental organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization and accepts the rates set forth in Appendix B, Sample Activity Reimbursement Action Plan, of this RFP without industry mark-ups;
- OR**
- b. A California private, for-profit organization that has been in business for more than two (2) years and accepts the rates set forth in Appendix B, Sample Activity Reimbursement Action Plan, of this RFP without industry mark-ups.
- 1.6.4 Proposers must have a business office in operation located in the County.
- 1.6.5 Proposer’s proposed policy campaign must take place in one of the eligible jurisdictions as listed in Appendix P, Eligible Jurisdictions, of this RFP.
- 1.6.6 Proposers must submit a Certification of Non-Acceptance of Tobacco Funds (Appendix Q) certifying they do not receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company.

1.7 Project Goals and Objectives: Reducing Youth Access to Tobacco Products

Proposers must implement a Policy Adoption Model (PAM)-based campaign using evidence-based strategies that include building and/or broadening a

community coalition in an eligible County jurisdiction to accomplish the goal of reducing youth access to tobacco products throughout jurisdictions in the County by passing and implementing a TRL ordinance.

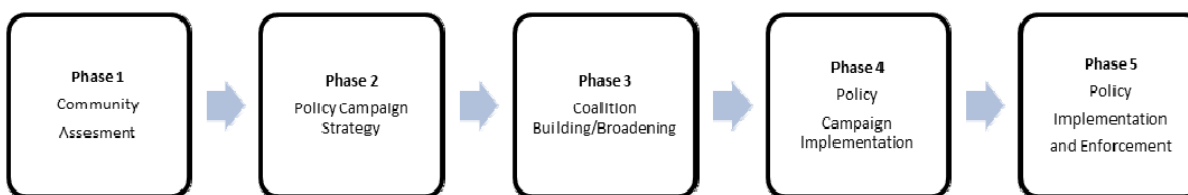
Youth smoking is associated with a greater likelihood of adult smoking, heavier use of cigarettes, and more difficulty quitting. Regulating access to cigarettes has considerable potential for postponing or preventing smoking initiation among youth. California state laws and tobacco industry-sponsored merchant education programs have proven to be ineffective at reducing illegal sales to youth. Local tobacco retail licensing laws have proven to be effective at reducing illegal sales of tobacco products to youth.

This RFP requires that proposers implement a PAM-based tobacco retail licensing campaign that builds and broadens community coalitions for the implementation of local tobacco retail licensing policy which includes the following set of provisions:

- A requirement that all retailers who sell tobacco products obtain a license and renew it annually;
- An annual licensing fee that fully covers all program costs, including administration and enforcement;
- A clearly stated enforcement plan that includes compliance checks;
- Coordination of tobacco regulations so that a violation of any existing local, state or federal tobacco regulation is a violation of the license;
- Clearly stated penalties, including suspension and revocation of the license;
- A minimum period of five (5) years that past violations will be tracked (the “look-back” period) for purposes of applying graduated penalties for additional violations;
- A definition of “tobacco product” that includes all nicotine and non-traditional tobacco products (e.g., e-cigarettes, nicotine gel, nicotine water, etc.) except tobacco cessation products specifically approved by the Food and Drug Administration;
- A requirement that little cigars and cigarillos must be sold in packages of at least five;
- A requirement that retailers of “tobacco paraphernalia” (e.g., rolling papers, pipes) must also obtain a license;
- A requirement that violating state laws prohibiting sales of drug paraphernalia is a license violation;
- A requirement that no license may be issued to mobile vendors.

1.8 The Policy Adoption Model

PAM was developed by DPH to provide local tobacco control coalitions with an easy-to-implement, step-by-step guide to facilitate policy adoption and implementation in local jurisdictions. This guide separates the policy adoption and implementation process into five phases:



A brief overview of the five (5) phases is provided below.

Phase 1: Community Assessment

The purpose of the community assessment is to identify and document local problems and issues to educate and inform key policy/decision makers. A comprehensive community assessment incorporates two (2) components: documenting public health problems (e.g., number of retailers willing to sell tobacco to minors) and examining the political environment (e.g., interviewing key decision makers).

Although the public health information or data collected depends on the specific policy objective, several general considerations apply. The decision of what information to collect will be influenced by which policy/decision maker(s) is the focus of the policy campaign, the makeup of the campaign coalition, and the likely allies.

In addition to the public health aspect of the community assessment, all aspects of the political environment must be investigated. For example, information could be collected that answers the following questions: What other public health or tobacco control policies have been adopted in that jurisdiction? What are the attitudes among policy/decision makers about regulating local retailers? Answers to these and similar questions are as critical for the campaign as are the public health data, and a successful community assessment will include relevant information about both components.

Phase 2: Policy Campaign Strategy

Information collected about the public health and political environment during the community assessment (Phase 1) guides the development of a campaign strategy. Several tools are available to assist coalitions in developing their strategy, including the Midwest Academy Strategy Chart. The strategy chart is broken down into five components: 1) developing campaign goals; 2) organizational considerations; 3) identifying constituents, allies, and opponents; 4) identifying appropriate policy/decision makers; and 5) choosing tactics. A brief description of each component is presented below:

Campaign Goals: Short-term goals (e.g., lining up support from community stakeholders) are task oriented and serve as building blocks to achieve the intermediate goal. Intermediate goals (e.g., adoption of a tobacco retail licensing

policy) represent the desired campaign outcome. Long-term goals (e.g., a 0% youth tobacco sales rate) are the desired public health outcomes that result from adopting the policy specified in the intermediate goal.

Organizational Considerations: An assessment of available needed resources and any barriers to obtain these resources. Available resources include both tangible resources (e.g., staff, volunteers, office space, and equipment) and intangible resources (e.g., relationships with local policymakers, a well-respected Board of Directors' member).

Constituents, Allies, and Opponents: Specific individuals or organizations that care about and/or are affected by the issue and have power to influence policy/decision makers. Constituents are those who will actively participate in the campaign (e.g., attend coalition meetings). Allies are those who will endorse the campaign (e.g. provide a letter of support or testify at a key public hearing), but may not contribute beyond their endorsement. Constituents and allies can include key organizations (e.g., health voluntary organizations), community leaders, and people affected by the issue(s). Opponents are individuals and organizations who have a vested interest in preventing policy adoption (e.g., people or organizations that stand to lose something if the policy passes).

Policy/Decision Makers: People (e.g., the mayor, a city council member) who can make the final decision to achieve the desired campaign outcome (e.g., adoption of the tobacco retail licensing policy). Sometimes it is necessary to identify individuals (e.g., city manager or other city department directors) who may not have decision-making authority but work closely with the policy/decision makers.

Tactics: Tactics are specific activities that constituents and allies employ to influence the policy/decision makers to achieve the desired campaign outcome. For example, a coalition member may provide public testimony at a city council meeting regarding the rate of illegal tobacco sales to minors to support the adoption of a tobacco retail licensing policy.

A successful policy campaign includes the following core tactics: providing education and information at meetings with policy/decision makers, conducting educational presentations and public hearings (e.g., City Council meetings and commissions), and engaging the media to communicate the campaign message (e.g., press events, ad in the local paper, letter to the editor).

Phase 3: Coalition Building/Broadening

In order to implement a successful policy campaign, it is necessary to build and/or broaden a local, issue-based community coalition by recruiting the constituents and allies identified in Phase 2. Recruitment activities may include presentations, one-on-one meetings, and other community outreach. Data and other information collected during Phase 1 are used during Phase 3 presentations, one-on-one meetings, and community outreach. Once the

community coalition is established, it is important to sustain the energy and focus of the coalition until the policy campaign goal is achieved and implemented.

Phase 4: Policy Campaign Implementation

Successful policy campaigns involve the strategic implementation of activities (i.e., tactics) developed in Phase 2. Tactics are specific activities that constituents and allies (i.e., coalition members) employ to achieve the desired campaign outcome. Phase 4 implementation activities may include the following core tactics: providing education and information at meetings with policy/decision makers, conducting educational presentations at public hearings (e.g., City Council meetings and commissions), and engaging the media to communicate the campaign message (e.g., press events, ad in the local paper, letter to the editor).

The purpose of each tactic is to facilitate the desired campaign outcome; thus, the type and chronological order of each tactic must be carefully planned. For example, the tactic of educating policy/decision makers to gain their support typically would come before the tactic of providing public testimony at a city council meeting.

Phase 5: Policy Implementation and Enforcement

Once the policy campaign outcome has been achieved, it is critical to have a strategic plan to ensure that the provisions of the policy are implemented and enforced in the selected jurisdiction. Typically, a strategic implementation and enforcement plan includes the following activities:

1. Maintaining and building new relationships with policy/decision makers, city staff, and the community coalition members (e.g., present certificates to policy champions at a city council meeting; acknowledge supporters in press releases or newsletters);
2. Educating the public about the policy (e.g., hold a media event; sponsor a community forum; place an ad in a local newspaper);
3. Monitoring implementation and enforcement activities through data collection efforts (e.g., assess rate of tobacco sales to minors).

The purpose of each activity is to ensure that the provisions of a policy are effectively implemented and enforced; thus, the type and chronological order of each activity must be carefully planned.

1.9 Lobbying Restrictions

CDPH/CTCP engages in and funds policy and advocacy activities which are legitimate tools of health education, health promotion, and public health. CDPH/CTCP funds (i.e., Proposition 99) may not be used for lobbying.

Lobbying is communicating with:

- A member or staff of a legislative body, a government official or employee who may participate in the formulation of the legislation; or
- The general public with the specific intention of promoting a yes or no vote on a particular piece of legislation.

Such communication is considered lobbying only if its principal purpose is to influence legislation.

Educating legislators, their staff, government employees, or the general public about your program or about tobacco-related issues is NOT considered lobbying.

1.10 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the following websites:

<http://camisvr.co.la.ca.us/lacobids/BidLookUP/BidOpenStart.asp> and <http://publichealth.lacounty.gov/cg/index.htm>. It is the Proposers' responsibility to check the website regularly. Addendum shall be e-mailed to each person or organization which County records indicate has submitted a Mandatory Intent to Apply Form to this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.11 Contract Term

The Contract term shall be effective upon execution by both parties, but no earlier than July 1, 2014, following approval by the Board of Supervisors and shall continue through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided herein.

The County shall have the sole option to extend the term for up to two (2) additional one (1) year terms for a maximum total Contract term of three (3) years, contingent upon availability of funding. Each such option and extension shall be exercised at the sole discretion of the Director of DPH, or his/her designee, as authorized by the Board of Supervisors.

The option for Contract renewal will be evaluated every year based on performance, continued availability of funds, and approval by DPH and the Board of Supervisors.

1.12 Contract Rates (Intentionally Omitted)**1.13 Days of Operation**

The Contractor shall conduct routine services/activities during their proposed hours of operation. The contractor shall be required to submit days and hours of operation to DPH. Upon funding, Contractor will be required to submit and comply with days and hours of operation and notify DPH of all observed holidays (i.e., office closure dates).

1.14 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
County of Los Angeles - Department of Public Health
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Email address: jsgarcia@ph.lacounty.gov

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

1.15 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.16 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.17 County Option to Reject Proposals or Cancel Solicitation

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. In addition, the RFP process may be canceled at any time, when the Director determines at his/her sole discretion that a cancellation is in the best interest of the County. The County shall not be liable for any costs

incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

1.18 Protest Policy Review Process

1.18.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.18.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

1.18.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.18.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Sub-paragraph 3.8 in the Selection Process and Evaluation Criteria Section)

1.19 Notice to Proposers Regarding The Public Records Act

1.19.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) (Department) receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) (Department) releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

- 1.19.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.20 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in the - Appendix A, Sample Contract, Paragraph 11. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix A, Sample Contract, Paragraphs 12 and 13.

1.21 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

1.22 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.23 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

1.24 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Paragraph 8 in Appendix A of the sample Contract and the Independent Contractor Status provision contained in Appendix A, Sample Contract, Additional Provisions, Paragraph 25.

1.25 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms, Exhibit 6, Certification of No Conflict of Interest.

1.26 Determination of Proposer Responsibility

- 1.26.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.
- 1.26.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 1.26.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.26.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of

the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 1.26.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.26.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.27 Proposer Debarment

- 1.27.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.27.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.27.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment.

The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 1.27.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.27.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.27.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.27.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.27.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

- 1.27.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.28 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.29 Gratuities

1.29.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.29.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.29.3 Form of Improper Consideration

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

1.30 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This

ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 7, as part of their proposal.

1.31 Federal Earned Income Credit

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

1.32 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms, Exhibit 10, along with their proposal.

1.33 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Activity Reimbursement Action Plan. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur

consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.34 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Contract, Additional Provisions, Paragraph 41.

1.35 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.36 County Policy on Doing Business with Small Business

1.36.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.36.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph 1.38 of this Section.

1.36.3 The Jury Service and Living Wage Programs provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of these two Programs are provided in Sub-paragraph 1.37 - Jury Service Program and Sub-paragraph 1.42 - Living Wage Program of this section.

1.36.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.37 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Additional Provisions, Paragraph

9, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.37.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.37.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.37.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form

and Application for Exception, Exhibit 11 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.38 Local Small Business Enterprise (SBE) Preference Program

- 1.38.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.38.2 To apply for certification as a Local SBE, businesses may register with Internal Services Department at <http://laosb.org>
- 1.38.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 8 in Appendix D - Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.38.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.39 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.40 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form Appendix D - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.41 Transitional Job Opportunities Preference Program

(Intentionally Omitted)

1.42 Living Wage Program (Intentionally Omitted)

1.43 Contractor's Obligations as "Other Than Business Associate" Under the Health Insurance Portability and Accountability Act of 1996

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix A, Sample Contract, Paragraph 10.

1.44 Proposer's Charitable Contributions Compliance

1.44.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.44.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 20 as set forth in Appendix D - Required Forms. A completed Exhibit 20 is a required part of any agreement with the County.

1.44.3 In Exhibit 20, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will

comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.44.4 Prospective County contractors that do not complete Exhibit 20 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.45 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix A, Additional Provisions, Paragraphs 56 and 57, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 22 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

Release of RFP	October 28, 2013
Request for a Solicitation Requirements Review Due	November 12, 2013 (4:00 P.M. PT)*
Proposer's Written Questions Due	November 12, 2013 (4:00 P.M. PT)*
Release of Answers to Proposers' Written Questions	December 6, 2013
Mandatory Intent to Apply Form Due	December 20, 2013 (4:00 P.M. PT)*
Proposals Due	January 8, 2014 (4:00 P.M. PT)*

**Times listed in Pacific Time (PT).*

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a

proposal.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by **e-mail** only to the individual identified below. All questions must be **received by 4:00 P.M. PT on November 12, 2013**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer. Answers to Proposer's questions will be released on **December 6, 2013**.

Questions should be addressed to:

Jose C. Garcia
 Division of Chronic Disease and Injury Prevention
 County of Los Angeles - Department of Public Health
 Email address: jsgarcia@ph.lacounty.gov

2.6 Submission of Application for Exemption to Living Wage Program (Intentionally Omitted)

2.7 Proposers Conference (Intentionally Omitted)

2.8 Mandatory Intent to Apply Form

- 2.8.1 Interested and qualified Proposers must submit a Mandatory Intent to Apply Form (Refer to Appendix R) identifying the eligible jurisdiction where the services will be provided.
- 2.8.2 The deadline to submit the Mandatory Intent to Apply Form is **DECEMBER 20, 2013, 4:00 P.M. PT.** DPH will reject any form that fails to provide all requested information or is submitted past the deadline. Additionally, Proposals submitted without meeting this requirement will be rejected.
- 2.8.3 The Mandatory Intent to Apply Form must include all of the following information:
- The name of the agency submitting a proposal;
 - Eligible jurisdiction where the services will be provided; and
 - The name, title, address, telephone number (including area code), email address, and FAX number of the Proposer's contact person for the RFP;
 - The name, title, address, telephone number (including area code), email address, FAX number, signature and date of signature of the individual authorized to legally bind the agency, such as the Chief Executive Officer.

The County reserves the right to contact prospective proposers to request revisions, if two (2) or more Mandatory Intent to Apply Forms are submitted for the same eligible jurisdiction.

- 2.8.4 Submission of the Mandatory Intent to Apply Form: The Mandatory Intent to Apply Form is to be submitted by direct delivery or e-mail transmission (PDF format only) to:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
County of Los Angeles - Department of Public Health
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Email address: jsgarcia@ph.lacounty.gov

Proposer shall be responsible for verifying that the Mandatory Intent to Apply Form is received. The Proposer assumes all associated risk of non-receipt of its Mandatory Intent to Apply Form. Under no circumstances will a proposal be accepted from a Proposer who did not submit a Mandatory Intent to Apply Form as specified in this section.

2.9 Preparation of the Proposal

Each proposal and subsequent copies must be submitted in the prescribed format outlined below. Any proposal that deviates from this format may be rejected without review at the County's sole discretion.

Proposers are required to submit a full proposal for the proposed eligible jurisdiction by the deadline identified in RFP, Section 2.3, RFP Timetable, to the person and address identified in RFP, Section 2.12, Proposal Submission. **DPH will reject any proposal that is submitted past the deadline or that fails to adhere to the required format.** All proposals submitted to DPH must be written in English. They are to be organized and assembled into one volume in the format and order described below.

1. Submit one (1) original proposal package, unbound, SINGLE-SIDED, including all required attachments and forms with original signatures.
2. Submit six (6) DOUBLE-SIDED copies of the original proposal package (including copies of all required forms and attachments).
3. All material must be typewritten, single spaced, with a 12-point font on 8½" by 11" paper, with the 8½" ends of the paper as the top and bottom of the page, and 1" margins. Header and footer margins shall be no less than 0.3". **Footer must include Proposer's name and proposed eligible jurisdiction.**
4. Number each page sequentially including attachments, and provide a complete Table of Contents for the proposal and its attachments. Label each section clearly.
5. The entire narrative (Sections A, B.1, C, D, E) should not exceed nineteen (19) pages. Page limits exclude table of contents, sample monitoring forms associated with Quality Control Plan and required forms. **Any responses beyond the allotted page limits will not be read or scored.**
6. **Do not staple or bind the original proposal.** Use a rubber band or binder clip to keep the pages of the original proposal together. Staple the copies of the proposal. If thickness of the proposal copies prohibits stapling, please use an appropriately sized binder clip. **Do not professionally bind (e.g., spiral binding) the original or copies of the proposal.**
7. Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the Proposal.

2.10 Business Proposal Format

The content and sequence of the proposal must be as follows:

1. Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Appendix D, Exhibit 1)
2. Table of Contents
3. Executive Summary (Section A)
4. Proposer's Qualifications (Section B)
5. Proposer's Approach to Provide Required Services (Section C)
6. Proposer's Quality Control Plan (Section D)
7. Proposer's Green Initiatives (Section E)
8. Terms and Conditions in Sample Contract, and Requirements of the Activity Reimbursement Action Plan: Acceptance of / or Exceptions to (Section F)
9. Financial Capability (Section G)
10. Business Proposal Required Forms (Section H)

2.10.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix D. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

2.10.2 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.10.3 Executive Summary (Section A) (1 page maximum)

The Executive Summary shall condense and highlight contents of the proposal to provide DPH and the evaluation committee with a broad understanding of the proposer's mission, relevant experience and the proposed policy campaign in the eligible jurisdiction. The highlights should include the key activities of each phase of the PAM.

2.10.4 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

A. Proposer's Background and Experience (Section B.1) (1 page maximum)

Provide a summary of relevant background information to demonstrate that the Proposer meets the Minimum Mandatory Requirements stated in Sub-paragraph 1.6 of this RFP and has the capability to perform the required services as a corporation or other entity. Information in response to Proposer's ability in meeting each of the Minimum Mandatory Requirements must support Proposer's response provided in its completed Appendix D, Required Forms, Exhibit 1: Proposer's Organization Questionnaire/Affidavit.

B. Proposer's References (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms - Appendix D, Required Forms, Exhibits 2 and 3.

County may disqualify a Proposer if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

The Proposer must complete and include the following Required Forms:

- a. Prospective Contractor References, Appendix D, Required Forms, Exhibit 2: Proposer must provide five (5) references where the same or similar scope of services was provided. At least one (1) of the references must be a contractual relationship, in which the Proposer was paid for services.
- b. Prospective Contractor List of Contracts, Appendix D, Required Forms, Exhibit 3: The listing must include all Public Entities contracts for the last five (5) years. Use additional sheets if necessary.
- c. Prospective Contractor List of Terminated Contracts, Appendix D, Required Forms, Exhibit 4: Listing must include contracts terminated prior to their expiration, within the past five (5) years, and must include a reason for termination.

C. Proposer's Pending Litigation and Judgments (Section B.3)

On Appendix D, Required Forms, Exhibit 5, identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. If a Proposer has no Pending Litigations and/or Judgments, provide a statement indicating so.

2.10.5 Proposer's Approach to Provide Required Services (Section C)

This section must clearly demonstrate the Proposer's ability to develop

and implement the PAM identified in Section 1.8 and **must NOT exceed a total of 15 pages**. Any additional pages beyond the page limits will not be reviewed and scored. Do not include videos, exhibits, promotional literature or other non-required attachments in this section.

NOTE: All information and data provided regarding previous services are subject to verification.

NOTE: Proposers are required to respond to ALL sections of the RFP.

SECTION 1: Organizational Information (3 pages maximum)

1. Describe the services the proposer currently provides.
2. Describe the proposer's experience with tobacco control and prevention.
3. Describe the proposer's experience successfully completing a community assessment.
4. Describe the proposer's experience successfully completing strategic planning.
5. Describe the proposer's experience successfully building and maintaining community coalitions.
6. Describe the proposer's experience successfully implementing community presentations.
7. Describe the proposer's experience successfully working with priority populations (e.g., populations impacted most by tobacco such as African Americans, Lesbian Gay Bisexual and Transgender (LGBT), Low Socioeconomic Status (SES), and the mentally ill).
8. Describe the proposer's experience successfully engaging the media.

SECTION 2: Proposed Program

The proposed program (i.e., the policy campaign) must be PAM-based as described in Section 1.8, meet the policy requirements of the RFP, stated in Section 1.7 and be implemented in an eligible County jurisdiction (see Appendix P, Eligible Jurisdictions).

A. Phase 1 – Community Assessment (2 pages maximum)

1. Name the eligible Los Angeles County jurisdiction where the policy campaign will take place and describe general demographic data (e.g., age, race/ethnicity, population size, income level, education) of that jurisdiction. Sources for all data or information provided should be clearly documented. Lastly, provide justification for choosing that jurisdiction, explaining the demonstrated tobacco control need.
2. Describe specific tobacco-related data to document the public health problem related to the proposed policy campaign. The description should include relevant local, state, and national data. Sources for all data or information provided should be clearly documented (e.g., California Health Interview Survey, 2007).
3. List and describe the specific methods or procedures that will be used to collect new information depicting the tobacco-related health problems in the jurisdiction (e.g., public opinion surveys, key informant interviews, youth decoy operations).
4. Describe specific data to document the political environment related to the proposed policy campaign (e.g., voting records of city council members on tobacco control policies or other health related issues). Sources for all data or information provided should be clearly documented.
5. Describe the specific methods or procedures (e.g., one-on-one meetings with city staff) the proposer will use to collect new information depicting the political environment in the jurisdiction.

B. Phase 2 – Policy Campaign Strategy (3 pages maximum)

Goals:

1. Describe the short-term goal(s) (e.g., lining up support from community stakeholders) for the proposed policy campaign in the selected jurisdiction.
2. Describe the intermediate goal(s) (e.g., adoption of a strong tobacco retail licensing policy) for the proposed policy campaign in the selected jurisdiction.
3. Describe the long-term goal(s) (e.g., a 0% youth tobacco sales rate) for the proposed policy campaign in the selected jurisdiction.

Organizational Considerations:

1. Describe the tangible resources (e.g., staff, volunteers, office space and equipment) that the Proposer will bring to the campaign.
2. Describe the intangible resources (e.g., relationships with local policymakers, a well-respected member of the Board of Directors) that the Proposer will bring to the campaign.

Constituents, allies, and opponents:

1. Name the individuals and organizations that may actively participate in the proposed policy campaign (constituents). Include a justification for *each* constituent's involvement in the policy campaign.
2. Name the individuals and organizations that may not actively participate in the proposed policy campaign, but may endorse it (allies). Include a justification for *each* ally's support of the policy campaign.
3. Name the individuals and organizations that might oppose the proposed policy campaign. Include a justification for why *each* opponent would be against the policy campaign.

Policy/Decision makers:

1. Name the policy/decision makers (e.g., Mayor Smith, Councilmember Reyes) who can make the final decision to achieve the desired campaign outcome in the selected jurisdiction. Include a justification for *each* selected policy/decision maker.
2. Name the individuals that do not have decision-making authority (e.g., City Manager Lee or City Attorney) but may influence those who do in the selected jurisdiction. Include a justification for *each* selected individual.

Tactics:

A successful policy campaign includes the following *core tactics*: providing information and education at meetings with policy/decision makers, providing educational presentations at public hearings, and engaging the media to communicate the campaign message. In addition, depending on the dynamics of the policy campaign, *other tactics* may be utilized to facilitate the adoption of the desired policy campaign outcome.

- Describe specific activities (i.e., tactics) that the constituents and allies will employ to achieve the desired campaign outcome. The description shall elaborate on *core tactics* and identify *other tactics* (if needed). In addition, the description must reference constituents and allies and policy/decision makers identified above.

C. Phase 3 – Coalition Building/Broadening (2 pages maximum)

Please note that the following questions apply to building new coalitions or expanding existing coalitions in the proposed jurisdiction. *Describing the Proposer’s involvement in the Coalition for a Tobacco Free Los Angeles County is not a sufficient answer for this section.*

1. Describe in detail how the proposer plans to enlist the constituents and allies identified in Phase 2 to the local community coalition. The description should include specific activities (e.g., presentations and one-on-one meetings).
2. Describe how the energy and focus of the coalition will be sustained over the course of the policy campaign. Description should include a strategy to maintain momentum and enthusiasm among coalition members during times of campaign inactivity.

D. Phase 4 – Policy Campaign Implementation (2 pages maximum)

Phase 4 implementation activities include the following core tactics: meeting with policy/decision makers, providing testimony at public hearings (e.g., City Council meetings and commissions), and engaging the media to communicate the campaign message (e.g., press events, ad in the local paper, letter to the editor).

In addition, depending on the dynamics of the policy campaign, other tactics may be utilized to facilitate the adoption of the desired policy campaign outcome. The purpose of each tactic is to facilitate the adoption of the desired policy campaign outcome; thus, the type and order of each tactic must be carefully planned and executed.

In chronological order, describe the strategic implementation of all tactics identified in Phase 2. For *each* tactic, justify:

- Its chronology and how it will contribute to achieving the desired policy outcome.
- The choice of constituents and allies who will implement it.

- The choice of policy/decision makers.

E. Phase 5 – Policy Implementation and Enforcement (3 pages maximum)

1. Describe how the proposer will maintain and build new relationships with policy/decision makers, city staff, and the community coalition to ensure that the policy is effectively implemented and enforced. Description should include a justification for the chronology of activities and how *each* activity identified will contribute to maintaining and building new relationships.
2. Describe how the proposer will educate the public about the policy. Description should include a justification for the chronology of activities and how *each* activity identified will contribute to educating the public about the policy.
3. Describe how the proposer will monitor implementation and enforcement activities through data collection efforts. Description should include a justification for the chronology of activities and how *each* activity identified will contribute to monitoring implementation and enforcement activities through data collection efforts.

2.10.6 Proposer’s Quality Control Plan (Section D) (1 ½ page maximum)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B, Sample Activity Reimbursement Action Plan.

The following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring (not counted towards page limit);
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any

corrective action taken.

2.10.7 Proposer's Green Initiatives (Section E) (½ page maximum)

The selected contractor shall use reasonable efforts to initiate green practices for environmental and energy conservation practices. Describe your company's current environmental policies and practices and those proposed to be implemented.

2.10.8 Terms and Conditions in Sample Contract, and Requirements of the Activity Reimbursement Action Plan: Acceptance of / or Exceptions to (Section F)

A. It is the duty of every Proposer to thoroughly review the Sample Contract (Appendix A) and Sample Activity Reimbursement Action Plan (Appendix B) to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Sample Activity Reimbursement Action Plan. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

B. Section F of Proposer's response must include:

1. Complete required form Exhibit 23, of Appendix D, offering the Proposer's acceptance of **all** terms and conditions listed in Appendix A, Sample Contract and Appendix B, Sample Activity Reimbursement Action Plan.

OR

2. A statement offering the Proposer's exceptions to terms and conditions listed in Appendix A, Sample Contract and Appendix B, Sample Activity Reimbursement Action Plan. For each exception, the Proposer shall provide:
 - A 'red-lined' version of the language in question, for all exceptions to the Sample Contract and/or the Sample Activity Reimbursement Action. **The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions;** and
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer's price.

- C. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.
- D. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.10.9 Financial Capability (Section G)

Provide copies of the organization's most current and prior two (2) fiscal years (for example 2011 and 2010) financial statements. Financial statements should reflect the financial strength and capability of the organization in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Organization's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. The following accounts must be included in your organization's financial statements:

Balance Sheet Accounts

- 1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
- 2. Current Liabilities
- 3. Total Assets
- 4. Total Liabilities
- 5. Owner's/Shareholder's Equity

Income Statement Accounts

- 1. Total Operating Expenses (before taxes)
 - Bad Debts *
 - Depreciation*
 - Amortization*
- 2. Total Expenses
- 3. Gross Income
- 4. Net Income

* may be excluded if they do not apply to your organization's operations

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial statements may

differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

Financial statements will be kept confidential if so stamped on each page.

2.10.10 Business Proposal Required Forms (Section H)

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Contract. (Included in submission prior to Table of Contents)
- Exhibit 2 Prospective Contractor Reference (Included in Section B of submission)
- Exhibit 3 Prospective Contractor List of Contractors (Included in Section B of submission)
- Exhibit 4 Prospective Contractor List of Terminated Contracts (Included in Section B of submission)
- Exhibit 5 Pending Litigation and Judgments (Included in Section B of submission)
- Exhibit 6 Certification of No Conflict of Interest
- Exhibit 7 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 8 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information
- Exhibit 9 Proposer's EEO Certification
- Exhibit 10 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 11 Contractor Employee Jury Service Program – Certification Form and Application for Exception

Exhibits 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions

Exhibits 13 – 19 Living Wage Forms (Intentionally Omitted)

Exhibit 20 Charitable Contribution Certification

Exhibit 21 Transitional Job Opportunities Preference Application (Intentionally Omitted)

Exhibit 22 Default Property Tax Reduction Program Certification

Exhibit 23 Acceptance of Terms and Conditions and Affirmation Form (Included in Section F of submission)

2.11 Cost Proposal Format (Intentionally Omitted)

2.12 Proposal Submission

The original Business Proposal and six (6) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"PROPOSAL FOR REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS RFP 2013-009"

Proposals must be hand-delivered or sent by a delivery service (excluding U.S. Postal Service) to:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
County of Los Angeles - Department of Public Health
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Sub-paragraph 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposals on **January 8, 2014 at 4:00 P.M. PT.**

Evaluation of the proposals will be made by an Evaluation Committee selected by DPH. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor.

The evaluation process will be conducted in three (3) Stages:

Stage 1: Adherence to Minimum Mandatory Requirements

Stage 2: Business Proposal Evaluation

Stage 3: Final Review and Selection

Refer to Sub-paragraphs 3.2, 3.4, and 3.7 for a more detailed description of the evaluation process.

In order to bring the appropriate level of proficiency to the selection process, the Evaluation Committee may utilize the services of appropriate experts including, but not limited to, outside experts (e.g., consultants), to assist in any stage of the evaluation process, including assisting in the evaluation of whether a proposal is realistic and practical.

After prospective Contractors have been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County and/or if two (2) or more proposals were submitted for the same eligible jurisdiction. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.2 Stage 1: Adherence to Minimum Mandatory Requirements (Pass/Fail)

Adherence to the minimum mandatory requirements will consist of a review of Proposer's background and experience pursuant to section 2.10.4, Sub-paragraph A, Proposer's Background and Experience (Section B.1) and Proposer's completed Organization Questionnaire/Affidavit - Exhibit 1 of Appendix D, Required Forms, to determine if the Proposer meets all of the Minimum Mandatory Requirements as outlined in Sub-paragraph 1.6 of this RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Minimum Mandatory Requirements outlined in Sub-paragraph 1.6 of this RFP.

Proposals that are assigned a score of "Fail" in the Adherence to Minimum Mandatory Requirements shall be deemed unresponsive and shall not proceed to the next phase of the evaluation process.

Proposals that pass Stage 1 of the evaluation will proceed to Stage 2 as outlined in RFP Section 3.4.

3.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer; and
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Stage 2: Business Proposal Evaluation and Criteria (1,000 Points)

Proposals that pass Stage 1 will be evaluated as follows:

3.4.1 Proposer's Qualifications (30 Points)

1. Proposer's References (30 Points)

Proposer will be evaluated on the verification of references provided on Appendix D, Required Forms, Exhibit 2, Prospective Contractor References. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

2. Terminated Contracts

A review of terminated contracts will be conducted which may result in point deductions, based on the information provided on Appendix D, Required Forms, Exhibit 4, Prospective Contractor List of Terminated Contracts. This review may result in a possible point deduction(s).

3. Proposer's Pending Litigation and Judgments

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided on Appendix D, Required Forms, Exhibit 5, Pending Litigation and Judgments. This review may result in a possible point deduction(s).

3.4.2 Proposer's Approach to Providing Required Services (930 Points)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Sections A and C of the proposal. The proposals will be evaluated as follows:

Sections	Maximum Scores
Executive Summary	100
Organizational Information	200
Proposed Program:	
Phase 1 - Community Assessment	130
Phase 2 – Policy Campaign Strategy	230
Phase 3 – Coalition Building/Broadening	50
Phase 4 - Policy Campaign Implementation	70
Phase 5 – Policy Implementation and Enforcement	150
TOTAL:	930

3.4.3 Proposer’s Quality Control Plan (30 points)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are met as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system provided in Business Proposal Section D, Proposer’s Quality Control Plan (RFP Section 2.10.6).

3.4.4 Proposer’s Green Initiatives (10 Points)

The Proposal will be evaluated on its current and proposed environmental and energy conservation practices provided in Business Proposal Section E, Proposer’s Green Initiatives (RFP, Section 2.10.7).

3.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Sample Activity Reimbursement Action Plan

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix A, and the Requirements of the Sample Activity Reimbursement Action Plan, Appendix B, as stated in Section F of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

3.4.6 Financial Capability (Pass/Fail)

A subject matter expert will evaluate and make a Pass/Fail recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

Proposals that fail this portion of the evaluation will be deemed nonresponsive and disqualified. The Director of DPH, or his designee, at his/her sole discretion, may waive this requirement.

3.5 Cost Proposal Evaluation Criteria (Intentionally Omitted)

3.6 Labor Law/Payroll Violations (Intentionally Omitted)

3.7 Stage 3: Final Review and Selection

Stage 3 will consist of calculating Proposal's final score, based on Proposal's Stage 2 composite score.

In Stage 3, Proposals that have achieved a score of 500 points, or higher, in Stage 2 will be ranked from highest to lowest score. The top four (4) of the highest ranking Proposers in an eligible jurisdiction shall be recommended to advance to negotiate an Agreement for submission to the Board of Supervisors.

The County reserves the right to adjust the number of contracts awarded and the amount of money allocated based on geographical needs. The amount of funding and number of contracts are an estimate and are subject to change.

There is no guarantee that any proposal receiving a final score of 500 points or greater will result in selection. However, at the County's sole discretion, any proposal other than the top four (4) of the highest ranking proposals may be considered for selection, if it is determined that the proposal addresses a critical need and geographical area, with stipulations as determined by the County.

3.8 Department's Proposed Contractor Selection Review

3.8.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-

selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.8.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.8.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

- iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (see Section 3.9 below).

3.9 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.8.2 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Proposer.

Contract No: PH-Pending

REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS
SERVICES AGREEMENT
RFP 2003-009

Paragraph	TABLE OF CONTENTS	Page
1.	Applicable Documents.....	2
2.	Description of Services.....	3
3.	Term of Contract	3
4.	Maximum Obligation of County	4
5.	Invoices and Payment.....	5
6.	Funding/Services Adjustments and Reallocations.....	10
7.	Alteration of Terms/Amendments.....	11
8.	Confidentiality.....	13
9.	Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List OR County Employee's Right of First Refusal and Contractor's Offers of Employment	14
10.	Contractor's Obligations as a Non-Business Associate Under the Health Insurance Portability and Accountability Act (HIPPA) of 1996	15
11.	Indemnification	16
12.	General Provisions for all Insurance Coverages	17
13.	Insurance Coverage Requirements.....	23
14.	Record Retention and Audits	24
15.	Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying	32
16A.	Contractor's Charitable Activities Compliance	32
16B.	Most Favored Public Entity	33
16C.	Local Small Business Enterprise (SBE) Preference Program)	33
16D.	Liquidated Damages.....	34

16E. Jurisdiction	36
16F. Non-Acceptance of Tobacco Funds	36
16G. Personnel	36
16H. Trainings and Meetings	37
16I. Material Development	38
16J. Incentives	38
17. Additional Provisions	38
18. Construction	39
19. Conflict of Terms	39
20. Contractor's Offices	39
21. Notices	39

Contract No. _____

**REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS
SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____
day of _____, 2014,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and _____
(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County’s Board of Supervisors (“Board”), the duty to preserve and protect the public’s
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County’s Board to appoint a County Health Officer, who is also the Director of County’s
Department of Public Health (“DPH” or “Department”), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County’s Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as “Director”); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, County has been allocated State funds from the California
Department of Public Health, Tobacco Control Program (“CDPH/CTCP”) pursuant to

California Health and Safety Code Sections 104350, 104380, 10440, 104405 through 104415 to support tobacco education services; and

WHEREAS, Contractor was selected to participate in the Reducing Youth Access to Tobacco Products as a result of October 28, 2013, Request for Proposal (“RFP”) competitive selection process conducted by County’s DPH; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and staff to conduct such activities described hereunder and has offered its resources to County to carry out the objectives of the Reducing Youth Access to Tobacco Products program; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

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

1. APPLICABLE DOCUMENTS:

Exhibits (A, D, E, and F) are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Activity Reimbursement Action Plan
Exhibit B - Scope of Work “Intentionally Omitted”
Exhibit C Schedule(s) “Intentionally Omitted”
Exhibit D – Contractor’s EEO Certification
Exhibit E - Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits

Exhibit F – Charitable Act Compliance

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Activity Reimbursement Action Plan), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2014 and shall continue in full force and effect through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Each

such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

The Contractor shall notify the Division of Chronic Disease and Injury Prevention (DCDIP) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DCDIP at the address herein provided in Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Exhibit A, attached hereto and incorporated herein by reference.

B. If contract is extended, effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Exhibit A, attached hereto and incorporated herein by reference.

C. If contract is extended, effective July 1, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Exhibit A, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, Notices.

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

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A elsewhere

hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice, a monthly report, and all required support documentation as referenced in the CONTRACTOR MANUAL, attached hereto and incorporate herein by reference. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to Exhibit A attached hereto and incorporated herein by reference.

D. While payments shall be made in accordance with the fee-for-service rate(s) for the units of service as established by the County and as set forth in Exhibit A attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in Exhibit A, Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

E. Billings shall be submitted directly to DCDIP at the address herein provided under Paragraph 21, NOTICES.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

(6) County may withhold any claim for payment by Contractor if Contractor, in the judgment of the county is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

I. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten (10) percent above or below each term's annual base maximum obligation; 2) allow for the rollover of unspent funds; and 3) make modifications to or within activities within each phase as reflected in Exhibit A. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any

modification to or within activities within each phase, as reflected in Exhibit A, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within activities within each phase, as reflected in Exhibit A and corresponding adjustment of the scope of work tasks

and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such

defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

-----CHOOSE 1 OF 2-----

(THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED EMPLOYEES)

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED)

COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S
OFFERS OF EMPLOYMENT:

To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

10. CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS
ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA) OF 1996:

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify Director of DCDIP that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees,

agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor’s policy expiration dates. The County reserves

the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse,

or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance

of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against

County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

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

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written

notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such

records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines.

Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over

a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County

representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in Exhibit A, the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

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

16A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit E, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

16B. MOST FAVORED PUBLIC ENTITY:

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

16C. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant

to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

16D. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from

payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

16E. JURISDICTION

The Contractor shall provide services to the approved target jurisdiction as identified in the JURISDICTION SELECTION FORM, attached hereto and incorporated herein by reference.

16F. NON-ACCEPTANCE OF TOBACCO COMPANY FUNDS

By signing this Contract, Contractor agrees they will not accept funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract. Violation of this provision during the term of the contract may result in termination of the contract.

16G. PERSONNEL

A. Contractors shall ensure to employ at least one (1) individual specifically assigned to work full time (40 hrs per week) under this Contract. Approval of any exceptions to this requirement shall be obtained in writing from the Director. Contractor shall operate continuously throughout the term of this

Contract with at least the minimum number of staff identified in the Contractor's detailed line item budget and budget justification as presented to and approved by DPH during the development and negotiation on this Contract.

B. Contractor personnel providing services hereunder shall have prior training and/or experience in health policy advocacy and/or prevention interventions.

C. Contractor shall fill any vacant budgeted position within thirty (30) calendar days after the vacancy occurs. Approval of an exception to this requirement shall be obtained in writing from the Director.

D. Overall management of Contractor's responsibilities hereunder shall be provided by a designated staff member who shall work independently and coordinate all efforts to insure that project activities are completed. Designated staff's name and title shall be forwarded to TCPP within thirty (30) calendar days of the Contract.

E. For the purpose of this Contract, an individual who provides unpaid services to Contractor shall be defined as a "volunteer".

16H. TRAININGS AND MEETINGS:

A. Contractor shall be responsible for the recruitment, hiring, training, annual evaluation, and work schedules of project staff.

B. Contractor shall ensure that all its personnel providing services hereunder attend and complete the "New Contractor Orientation" training course.

C. Contractor shall ensure that all its personnel providing services hereunder attend the mandatory quarterly coalition for a Tobacco Free Los

Angeles County meetings, the mandatory monthly Task Force Meetings, and all other mandatory meetings and trainings as required by DPH.

D. Contractor will obtain written approval from DPH for attending or presenting at any training or conferences, at least thirty (30) days prior to any training or conference dates. Contractor's request to attend any training or conferences must include, at a minimum, the name of the training or conference, location (travel limited to the State of California) where the training or conference will be held, and how such training or conference relates to services provided under this Contract. Furthermore, Contractor will not receive any reimbursement from County for any training or conference attended for which prior written approval from DPH is not obtained.

16I. MATERIAL DEVELOPMENT

Contractors providing tobacco control and prevention activities shall adhere to the EDUCATIONAL MATERIALS STANDARDS, attached hereto and incorporated herein by reference.

16J. INCENTIVES

Contractors providing tobacco control and prevention activities may utilize funds for incentives but shall adhere to the guidelines on use in accordance with GUIDELINES ON USE OF INCENTIVES, attached hereto and incorporated herein by reference.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Contract.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of Chronic Disease and Injury Prevention
Tobacco Control and Prevention Program
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Program Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

/

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

ADDITIONAL PROVISIONS

REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS SERVICES CONTRACT

RFP 2013-009

NAME OF CONTRACTOR
ADDITIONAL PROVISIONS
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS

Paragraph	TABLE OF CONTENTS	Page
1. Administration of Contract		1
2. Assignment and Delegation.....		3
3. Authorization Warranty		4
4. Budget Reduction		4
5. Contractor Budget and Expenditures Reduction Flexibility		5
6. Complaints.....		5
7. Compliance with Applicable Law		6
8. Compliance with Civil Rights Law		8
9. Compliance with the County’s Jury Service Program		8
10. Conflict of Interest.....		11
11. Consideration of Hiring Gain/Grow Program Participants.....		12
12. Contractor Responsibility and Debarment		12
13. Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law.....		16
14. Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....		17
15. County’s Quality Assurance Plan		18
16. Service Delivery Site – Maintenance Standards.....		19
17. Rules and Regulations		19
18. Damage to County Facilities, Buildings or Grounds		20
19. Employment Eligibility Verification		20
20. Facsimile Representations		21
21. Fair Labor Standards.....		21
22. Fiscal Disclosure		22
23. Contractor Performance During Civil Unrest or Disaster		22
24. Governing Law, Jurisdiction, and Venue		23
25. Independent Contractor Status.....		23

26. Licenses, Permits, Registrations, Accreditations, Certificates	24
27. Nondiscrimination in Services.....	25
28. Nondiscrimination in Employment	27
29. Non-Exclusivity	29
30. Notice of Delays	30
31. Notice of Disputes	30
32. Notice to Employees Regarding the Federal Earned Income Credit	30
33. Notice to Employees Regarding the Safely Surrendered Baby Law.....	31
34. Prohibition Against Inducement or Persuasion	31
35. Prohibition Against Performance of Services While Under the Influence	31
36. Public Records Act	31
37. Publicity	32
38. Purchases.....	33
39. Real Property and Business Ownership Disclosure	35
40. Reports.....	38
41. Recycled Content Bond Paper	39
42. Solicitation of Bids or Proposals	39
43. Staffing and Training/Staff Development	39
44. Subcontracting.....	41
45. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	44
46. Termination for Convenience.....	44
47. Termination for Default	46
48. Termination for Gratuities and/or Improper Consideration.....	47
49. Termination for Insolvency.....	48
50. Termination for Non-Appropriation of Funds.....	49
51. No Intent to Create a Third Party Beneficiary Contract.....	49
52. Unlawful Solicitation	49
53. Validity.....	50
54. Waiver	50
55. Warranty Against Contingent Fees.....	50

56. Warranty of Compliance with County's Defaulted Property Tax Reduction Program51

57. Termination for Breach of Warranty to Maintain Compliance with County's
Defaulted Property Tax Reduction Program.....52

58. Ownership of Materials, Software and Copyright.....52

ADDITIONAL PROVISIONS
NAME OF CONTRACTOR
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS

1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

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

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services

under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

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

2. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with our without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. AUTHORIZATION WARRANTY:

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

4. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be

provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

5. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

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

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The plan shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminary investigate all complaints and notify the County's Project Manager of the Status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

7. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required

thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any

injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (3) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

9. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor"

as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90

days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

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

10. CONFLICT OF INTEREST:

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

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written

disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

11. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

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

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

12. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

C. Non-responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other

public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other

recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will

provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

13. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the

Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

14. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

C. Failure to Comply with County's Child Support Compliance

Program: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Contract and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

15. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases maybe used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

16. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

17. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

18. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

19. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

20. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

21. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including,

but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

22. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding. (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

23. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a

material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

24. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

25. INDEPENDENT CONTRACTOR STATUS:

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

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

26. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

27. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race,

color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

28. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and state laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may

require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

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

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

29. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department

from acquiring similar, equal, or like goods and/or services from other entities or sources.

30. NOTICE OF DELAYS:

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

31. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

32. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

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

33. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

34. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the

RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

37. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director of his/her designee prior to its publication, printing, duplication, and

implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

38. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor

using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

39. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare

and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

40. REPORTS: Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

41. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

42. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

43. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In

addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

44. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "this contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

46. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to

which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with the RECORDS AND AUDITS Paragraph of this contract, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of

Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

47. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be

liable to County for any reasonable excess costs incurred by County for such similar services.

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

48. TERMINATION FOR GRATUITIES AND/OR IMPROPER

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

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

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

49. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such

similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

51. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

52. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply

with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

53. VALIDITY:

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

54. WAIVER:

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

55. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

56. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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

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

57. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM Paragraph of this Contract shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

58. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the county name, its department names and/or its marks and logos on all items

developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: “© Copyright 2012 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN

Activity	Deliverable	Activity ID	Rate	# of units	Dollar Amount
Phase 1: Community Assessment					
Complete a jurisdiction selection worksheet to identify where the policy campaign will be implemented.	Completed jurisdiction selection worksheet	1.a	\$87	1	\$87
Conduct public opinion surveys of constituents to gauge support for the policy campaign.	Completed public opinion surveys	1.b	\$86	540	\$46,440
Conduct pre policy adoption key informant interviews of elected officials and city/county staff.	Completed key informant interviews	1.c	\$86	5	\$430
Complete a policy record review of the jurisdiction where the policy campaign will be implemented.	Completed policy record review form	1.d	\$174	1	\$174
Complete a media record review of the jurisdiction where the policy campaign will be implemented.	Completed media record review form	1.e	\$174	1	\$174
Conduct a youth purchase survey protocol training (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff.	Training curriculum and agenda	1.f	\$538	1	\$538
Conduct a youth purchase survey of tobacco retailers to determine number of retailers willing to sell tobacco to minors using unconsummated buy protocol.	Completed youth purchase surveys	1.g	\$183	75	\$13,725
Phase 2: Strategic Campaign Strategy					
Attend a strategy chart training facilitated by the Center for Tobacco Policy and Organizing.	Completed training materials	2.a	\$538	1	\$538
Complete a strategy chart for the jurisdiction where the policy campaign will be implemented.	Completed strategy chart	2.b	\$538	1	\$538

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN

Activity	Deliverable	Activity ID	Rate	# of units	Dollar Amount
Phase 3: Coalition Building/Broadening					
Conduct one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign.	Meeting outcome records	3.a	\$86	50	\$4,300
Participate in small group events (29-75 participants) to gain community support for the policy campaign.	Event announcements and photos	3.b	\$400	4	\$1,600
Participate in large group events (76 or more participants) to gain community support for the policy campaign.	Event announcements and photos	3.c	\$1,093	3	\$3,279
Conduct educational presentations at small group meetings (10-30 participants) to gain community support for the policy campaign.	Presentation curricula	3.d	\$174	10	\$1,740
Conduct educational presentations at large group meetings (31 or more participants) to gain community support for the policy campaign.	Presentation curricula	3.e	\$293	2	\$586
Facilitate a local coalition to implement the policy campaign.	Meeting records	3.f	\$174	15	\$2,610
Phase 4: Policy Campaign Implementation					
Organize and facilitate one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy campaign.	Meeting notes	4.a	\$174	10	\$1,740
Provide educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy campaign.	Meeting records	4.b	\$174	4	\$696
Prepare for publication an op ed, letter to the editor or other media (e.g., blog, Patch, etc.) that provides information about the policy campaign.	Media documentation	4.c	\$86	2	\$172

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN

Activity	Deliverable	Activity ID	Rate	# of units	Dollar Amount
Implement a press conference to educate and inform the community about the policy campaign.	Media documentation	4.d	\$1,093	1	\$1,093
Prepare and place a paid ad (weekday rate) in a local newspaper to provide education and information about the local policy campaign.	Media documentation	4.e	\$400	2	\$800
Prepare and place a paid ad (weekend rate) in a local newspaper to provide education and information about the local policy campaign.	Media documentation	4.f	\$1,093	2	\$2,186
Phase 5: Policy Implementation and Enforcement					
Organize and facilitate one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	Meeting notes	5.a	\$174	4	\$696
Provide educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy.	Meeting records	5.b	\$174	2	\$348
Prepare and place a paid ad (weekday rate) in a local newspaper to provide education and information about the local policy campaign.	Media documentation	5.c	\$400	1	\$400
Prepare and place a paid ad (weekend rate) in a local newspaper to provide education and information about the local policy campaign.	Media documentation	5.d	\$1,093	1	\$1,093
Conduct post policy adoption key informant interviews of elected officials and city/county staff.	Completed key informant interviews	5.e	\$86	5	\$430
Conduct a youth purchase survey protocol training (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff.	Training curriculum and agenda	5.f	\$538	1	\$538
Conduct a post policy youth purchase survey of tobacco retailers to determine number of retailers willing to sell tobacco to minors using unconsummated buy protocol.	Completed youth purchase surveys	5.g	\$183	30	\$5,490

SAMPLE ACTIVITY REIMBURSEMENT ACTION PLAN

Determine the number of locally licensed tobacco retailers.	Completed tobacco retail license outcome form	5.h	\$183	1	\$183
Activity	Deliverable	Activity ID	Rate	# of units	Dollar Amount
Support Activities					
Participate in DPH meetings (e.g., TRL taskforce, Coalition for a Tobacco Free LA County, etc.) and local trainings.	Meeting agendas	S.1	\$34	60	\$2,040
Participate in Proposition 99 training (e.g., Capital Information & Education Days, Project Directors' Meeting, etc.) that requires travel to Sacramento, CA.	Meeting documentation	S.2	\$538	8	\$4,304
Meet with DPH staff for technical assistance regarding the policy campaign.	Meeting notes	S.4	\$86	12	\$1,032
Maximum Contract Obligation Not to Exceed:					\$100,000

APPENDIX C
INTENTIONALLY OMITTED

APPENDIX D

REQUIRED FORMS

FOR

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

**REDUCING YOUTH ACCESS
TO TOBACCO PRODUCTS RFP 2013-009**

APPENDIX D TABLE OF CONTENTS REQUIRED FORMS

EXHIBITS

- 1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 PENDING LITIGATION AND JUDGMENTS
- 6 CERTIFICATION OF NO CONFLICT OF INTEREST
- 7 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 8 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION
- 9 PROPOSER'S EEO CERTIFICATION
- 10 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 11 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- 12 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS
- 13-19 LIVING WAGE FORMS (INTENTIONALLY OMITTED)
- 20 CHARITABLE CONTRIBUTIONS CERTIFICATION
- 21 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION (INTENTIONALLY OMITTED)
- 22 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 23 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION FORM

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract. If an item is not applicable to your agency, denote with "not applicable" as appropriate.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

Proposer acknowledges and certifies that they meet and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.6 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

1. Proposer must complete and submit:

Yes No The Mandatory Intent to Apply Form (Appendix R) by the deadline as described in Section 2.8, of this RFP.

2. Proposer must have:

Yes No At least one (1) year experience within the last (5) five years in health policy advocacy or prevention interventions prior to the proposal submission deadline.

3. Proposer must be one of the following:

Yes No A non-profit or non-governmental organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization and accepts the rates set forth in Appendix B, Sample Activity Reimbursement Action Plan, of this RFP without industry mark-ups; or

Yes No A California private, for-profit organization that has been in business for more than two (2) years and accepts the rates set forth in Appendix B, Sample Activity Reimbursement Action Plan, of this RFP without industry mark-ups.

4. The proposer must have:

Yes No A business office in operation located in Los Angeles County.

5. The proposer must:

Yes No Propose a policy campaign that must take place in one of the eligible jurisdictions as listed in Appendix P, Eligible Jurisdictions, of this RFP. Identify here: _____

6. The proposer must:

Yes No Submit a Certification of Non-Acceptance of Tobacco Funds (Appendix Q) certifying they do not receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____

(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

REQUIRED FORMS - EXHIBIT 2 Page 1 of 1

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List Five (5) References where the same or similar scope of services were provided. **At least one (1) of the references must be a contractual relationship**, in which the Proposer was paid for services. County reserves the right to contact these references in no particular order.

1. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
2. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
3. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
4. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
5. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

**REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

Contractor's Name: _____

List of all Public Entities contracts for the last five (5) years. Use additional sheets if necessary.

1. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
2. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
3. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
4. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
5. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated prior to their expiration, within the past five (5) years with a reason for termination.

1. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
2. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
3. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
4. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
5. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

**REQUIRED FORMS – EXHIBIT 5
PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS**

Name of Contractor: _____

Complete the following if appropriate. Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. If a Proposer has no Pending Litigation and/or Judgments, provide a statement indicating so.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

REQUIRED FORMS - EXHIBIT 6

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

REQUIRED FORMS - EXHIBIT 7

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009
REQUIRED FORMS - EXHIBIT 8**

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

REQUIRED FORMS - EXHIBIT 9
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 10

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

REQUIRED FORMS - EXHIBIT 11

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 12

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

1. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
2. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

3. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS - EXHIBITS 13 – 19: LIVING WAGE FORMS

INTENTIONALLY OMITTED

REQUIRED FORMS - EXHIBIT 20
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 21
Transitional Job Opportunities Preference Application

INTENTIONALLY OMITTED

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

REQUIRED FORMS - EXHIBIT 22

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
Reducing Youth Access to Tobacco Products RFP 2013-009**

REQUIRED FORMS - EXHIBIT 23

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Proposer/Contractor, _____ hereby affirms that it
(Proposer's/Contractor's Legal Entity Name)

Understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for Reducing Youth Access to Tobacco Products, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

Signature of Authorized Representative of
Proposing/Contracting Entity

Date

Print Name

Title

For each exception, the Proposer shall provide:

- An explanation of the reason(s) for the exception;
- The proposed alternative language; and
- A description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the Sample Contract and/or the Action Plan by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 20599I

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



APPENDICES K - M INTENTIONALLY OMITTED

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at <http://ag.gov/charities/statutes.php/>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS RFP 2013-009**

ELIGIBLE JURISDICTIONS

Cities in Los Angeles County that have not adopted a Tobacco Retail License Ordinance.

- Alhambra
- Arcadia
- Avalon
- Bell
- Bell Gardens
- Bellflower
- Bradbury
- Claremont
- Commerce
- Covina
- Cudahy
- Diamond Bar
- Downey
- Glendora
- Hermosa Beach
- Hidden Hills
- Industry
- Irwindale
- La Habra Heights
- La Mirada
- La Verne
- Lakewood
- Manhattan Beach
- Monrovia
- Norwalk
- Palos Verdes Estates
- Paramount
- Pomona
- Rancho Palos Verdes
- Rolling Hills
- Rolling Hills Estates
- Rosemead
- San Dimas
- San Marino
- Santa Clarita
- Signal Hill
- South Gate
- Torrance
- Vernon
- Walnut
- West Hollywood
- Westlake Village
- Whittier

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS RFP 2013-009

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

Proposer’s/Agency Name:

Please check one of the following:

- The applicant named above hereby certifies that it does not accept funds from nor has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company.

University/Colleges Only

- The Principal Investigator, or any investigator associated with this proposal, of the university or college named above hereby certifies that he/she has not received funding from nor has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years from release date of this Request for Proposal.

CERTIFICATION

I, the Official named below, hereby swear that I am duly authorized legally to bind the Proposer to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Signature

Title

Date

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
REDUCING YOUTH ACCESS TO TOBACCO PRODUCTS RFP 2013-009
MANDATORY INTENT TO APPLY FORM**

Proposer's/Agency Name:

Proposers **must** complete and submit Appendix R (Mandatory Intent to Apply Form) by the due date and time specified below in order for the proposal to be eligible for review. The submission of the form is a Proposer Minimum Mandatory Requirement, as outlined in RFP Section 1.6 (Proposer's Minimum Mandatory Requirements) **and** must be submitted by the due date and the time specified in order for a proposal to be eligible for review.

Proposer shall be solely responsible for verifying his/her form was received by the County representative below. All verifications **must** be requested via e-mail transmission. Proposer must submit a completed Appendix R (Mandatory Intent to Apply Form) **by 4:00 p.m. (Pacific Time) on December 20, 2013**, by direct delivery or e-mail transmission (PDF format only) to the County's representative identified below:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
County of Los Angeles – Department of Public Health
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
E-mail: jsgarcia@ph.lacounty.gov

By submitting this form, Proposer agrees to abide by all timelines/deadlines and prerequisites specified in the RFP and certifies that the Proposer meets each of the Proposer's Minimum Mandatory Requirements specified in RFP Section 1.6 (Proposer's Minimum Mandatory Requirements).

SECTION A: PROPOSAL INFORMATION

Indicate the eligible jurisdiction where the services will be provided:

(See RFP, Appendix P – “Eligible Jurisdictions”, for a complete list of eligible jurisdictions.)

SECTION B: PROPOSER'S RFP CONTACT REPRESENTATIVE (Identify the person who will be the County's point of contact in relation to all notifications related to this RFP.)

Name:	Title:	
Email:	Fax #:	Phone #:
Mailing Address:	City, State, Zip Code:	

SECTION C: PROPOSER'S AUTHORIZED PERSON AND SIGNATURE (Identify the person authorized to sign on behalf of the Proposer and to bind the applicant in the Contract.)

Name:	Title:	
Email:	Fax #:	Phone #:
Mailing Address:	City, State, Zip Code:	
Signature :	Date of Signature:	