

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH**

**TOBACCO CONTROL AND PREVENTION PROGRAM**

**REQUEST FOR PROPOSALS (RFP)**

**RFP #2010-001**

**TOBACCO CONTROL AND PREVENTION SERVICES:  
COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY**

**RELEASE DATE: 01/04/2010**

**PROPOSAL DUE DATE: 02/08/2010, 12:00 PM (noon)**



3530 Wilshire Blvd., Suite 800  
Los Angeles, CA 90010  
Tel (213) 351-7890 Fax (213) 351-2710  
<http://publichealth.lacounty.gov/tob/>

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS (RFP)

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<b>I. TENTATIVE SCHEDULE OF EVENTS</b>
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January 04, 2010 –	9:00 am*	Issue the RFP
January 08, 2010 –	5:00 pm*	Deadline for requesting mailing of RFP
January 11, 2010 –	9:00 am *	Proposer’s Conference
January 15, 2010 –	5:00 pm*	Deadline for picking up RFP
January 19, 2010 –	5:00 pm*	Deadline for submitting Intent to Apply form
January 29, 2010 –	5:00 pm*	Deadline for submitting questions in writing to TCPP
<b>February 08, 2010 –</b>	<b>12: pm (noon)*</b>	<b>Deadline for receipt of proposals</b>
July 01, 2010 –	Not Applicable	Anticipated effective date for new contracts

\*All times as listed above and through this RFP are for the Pacific Standard Time (“PST”) Zone.

**Note: All dates and times are approximate and may be changed at any time by written addenda to this RFP. Proposers may confirm the dates and times by first visiting the Tobacco Control and Prevention Program website at <http://publichealth.lacounty.gov/tob/> or by contacting Luz Chavez, Chief, Contract Management and Monitoring Unit at (213) 351-7311.**

<b>II. PURPOSE</b>
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The purpose of this Request for Proposals (RFP) is to seek proposals from community organizations or agencies to utilize the phase-based policy campaign model for organizing activities involved in the passage of initiatives throughout Los Angeles County.

This process will provide a formal procedure in which agencies (hereafter collectively referred to as "Proposers") can submit their qualifications and proposals (collectively referred to as "proposal") for providing those services in Los Angeles County, as described herein, from which the Los Angeles County Department of Public Health (DPH) can evaluate proposals and make contract (hereafter referred to as “contract” or “agreement”) recommendations to the County of Los Angeles Board of Supervisors (hereafter referred to as “County” unless otherwise stated).

**III. PHASE MODEL**

The Los Angeles County Tobacco Control and Prevention Program (TCPP), in collaboration with the Center for Tobacco Policy and Organizing, developed a phase-based policy campaign model for effectively fostering adoption of local tobacco control policies. A policy campaign is divided into five distinct phases and requires conducting campaign activities in one phase before proceeding to the next. With a step-by-step approach, knowledge, experience and momentum acquired from performing the tobacco control activities in each successive step build towards the next. The five phases of the model are as follows:

- community assessment
- policy campaign strategy
- coalition building/broadening
- policy campaign implementation
- policy implementation and enforcement

**Phase Model**



Because the effectiveness of this approach has been clearly demonstrated, TCPP plans to contract with community based organizations or agencies to utilize the phase-based policy campaign model for implementing several initiatives throughout Los Angeles County. Additional information can be obtained through the TCPP website at <http://publichealth.lacounty.gov/tob>. If you do not have internet access, you can submit a written request for additional information to Luz Chavez, TCPP, 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010. Please include a return address with your request. **No prior knowledge of the Phase Model is necessary for Proposers to apply for funding through this RFP.**

A brief description of the phase model is presented below:

**Phase I: Community Assessment**

The purpose of the community assessment is to identify and document local problems and issues that may influence key policy/decision makers. A comprehensive community assessment incorporates two components: documenting public health problems (e.g., smoking prevalence in youth) 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 is the focus of the campaign (e.g., a specific city council member is more likely to be influenced by documentation of a public health problem in his/her district), the makeup of the campaign coalition (e.g., recruiting coalition members will be facilitated by data that addresses their

concerns), and the likely allies (e.g., a local church will more likely serve as an ally if the data demonstrate a problem in their community).

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 tobacco control policies have been passed? What are the attitudes among policy/decision makers about regulating local retailers, housing developments, or outdoor areas/events? Answers to questions like these about the political environment 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 II: Policy Campaign Strategy**

Information collected about the public health and political environment during the community assessment (Phase I) guides the development of a campaign strategy. The primary activity of this phase is to develop a preliminary strategy using the Midwest Academy Strategy Chart (see Attachment Z: Resource Guide). The strategy chart is broken down into five components: 1) developing campaign goals; 2) organizational considerations; 3) identifying constituents, allies, and opponents; 4) selecting appropriate policy/decision makers; and 5) choosing tactics. A brief description of each component is presented below:

**Goals:** Short-term goals (e.g., lining up support from community stakeholders) are task orientated and serve as building blocks to achieve the intermediate goal. The intermediate goals represent the desired campaign outcome (e.g., adoption of a comprehensive outdoor areas policy). The long-term goals (e.g., reducing mortality from secondhand smoke exposure) are the desired public health outcomes that result from adopting the policy specified in the intermediate goal.

**Organizational Considerations:** Includes an assessment of resources that are available, resources that are needed and any barriers that need to be overcome 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 member of the Board of Directors).

**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 you can approach to endorse the campaign (e.g. provide a letter of support or testify at a key council hearing), but are unlikely to contribute beyond their endorsement. Constituent and allies can include key organizations (e.g., health voluntary organizations), community leaders, and people affected by the issue(s) to be addressed by the policy campaign (e.g., tenants suffering from involuntary exposure to tobacco smoke in apartments). Opponents are individuals and organizations who have a vested interest in preventing policy adoption (e.g., people who 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 a comprehensive outdoor areas policy). Sometimes it is necessary to identify individuals (e.g., city manager or Parks and Recreation

Director) that do not have decision-making authority but may influence those who do. There needs to be a close relationship between the constituent and allies and 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 constituent may provide public testimony at a city council meeting regarding the rate of illegal tobacco sales to minors to influence a city council member to support a tobacco retail licensing policy. A successful policy campaign includes 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. For example, tactics may need to be adjusted to account for the influence of opponents.

The strategy chart is an exceptionally useful tool for linking dozens of elements in a complex policy campaign. Taken together, the strategy chart's five components serve as a blueprint or roadmap to achieve the desired policy campaign outcome (e.g., adoption of a comprehensive outdoor areas policy).

### **Phase III: Coalition Building/Broadening**

In order to implement a successful policy campaign, it is necessary to build and broaden a local, issue-based community coalition by recruiting the constituents and allies identified in Phase II. A well conceived recruitment plan is necessary to enlist constituents and allies to the coalition that represent a broad community base. A recruitment plan consists of activities such as presentations, one-on-one meetings, and other 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.

### **Phase IV: Policy Campaign Implementation**

Successful policy campaigns involve the strategic implementation of activities (i.e. tactics) developed in Phase II. Tactics are specific activities that constituents and allies employ to influence the policy/decision makers to achieve the desired campaign outcome. Phase IV 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).

The purpose of each tactic is to facilitate the desired policy 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 V: 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:

- Maintaining and building new relationships with policy/decision makers, city staff, and the community coalition (e.g., present certificates to policy champions at a city council meeting; acknowledge supporters in press releases or newsletters)
- Educating the public about the policy (e.g., hold a media event; sponsor a community forum; place an ad in a local newspaper)
- Monitoring implementation and enforcement activities through data collection efforts (e.g., assess whether signs are posted to notify the public about an outdoor smoking ban; 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. For example, on the one-year anniversary of the comprehensive smoking ban’s adoption, the community coalition launches a survey to assess whether signs have been posted in the local parks. If signs have been posted, the community coalition plans to recognize the City Council with a certificate; if the signs have not been posted, the coalition plans to place an ad in the local newspaper alerting the community of the findings of their survey. In addition, depending on the jurisdiction’s dynamics, other activities may be utilized to ensure that the provisions of a policy are effectively implemented and enforced.

<b>IV. FUNDING CATEGORIES</b>
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This RFP seeks to fund proposals to utilize the phase-based policy campaign model for organizing activities involved in the passage of initiatives in the following policy categories: Tobacco Retail Licensing, Smoke-Free Outdoor Areas and Smoke-Free Multi-Unit Housing. Each funding category has primary and secondary provisions. Proposers must choose one funding category and address both the primary and secondary provisions as specified below.

**Category 1: Tobacco Retail Licensing**

The goal of this category is to use the phase model approach for organizing activities to assist in the adoption of comprehensive local tobacco retail licensing policies in cities within Los Angeles County.

A comprehensive Tobacco Retail Licensing policy shall contain the following five (5) primary 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

In addition, the comprehensive Tobacco Retail Licensing policy shall contain at least three (3) of the following nine (9) secondary provisions:

- A minimum period of five years that past violations will be tracked (the “look-back” period) for purposes of applying graduated penalties for additional violations
- Define “tobacco product” to include all nicotine and non-traditional tobacco products (e.g., e-cigarettes, nicotine gel, nicotine water, etc.) except tobacco cessation products specifically approved by the FDA

- Retailers may not distribute free or nominal cost tobacco products or coupons (“sampling”)
- No sales of tobacco look-a-like products (e.g., gum shaped like cigarettes)
- Retailers of “tobacco paraphernalia” (e.g., rolling papers, pipes) must also obtain a license
- Violating state laws prohibiting sales of drug paraphernalia is a license violation
- No license may be issued to mobile vendors
- Mandatory number of inspections (e.g., times each store is checked per year)
- The hearing process will be an administrative process (attorneys and court system need not be involved)

TCPD anticipates funding 4 contracts in Category 1.

### **Category 2: Smoke-Free Outdoor Areas**

The goal of this category is to use the phase model approach for organizing activities to assist in the adoption of comprehensive secondhand smoke policies to prohibit smoking in outdoor areas in jurisdictions within Los Angeles County.

A comprehensive Outdoor Areas secondhand smoke policy shall contain the following three (3) primary provisions:

- Prohibit smoking in public parks
- Prohibit smoking in outdoor dining areas (e.g., outdoor seating at restaurants, bars, etc.)
- Prohibit smoking around doorways and operable windows of privately-owned buildings

In addition, the comprehensive Outdoor Areas secondhand smoke policy shall contain at least two (2) of the following six (6) secondary provisions:

- Prohibit smoking in outdoor service areas (e.g., bus stops, ticket lines, ATM lines, taxi stands)
- Prohibit smoking in public and private golf courses
- Prohibit smoking at outdoor public events (e.g., farmers’ markets, fairs, concerts, etc.)
- Prohibit smoking on sidewalks
- Prohibit smoking at outdoor worksites (e.g., outdoor construction areas)
- Declare secondhand smoke a nuisance

TCPD anticipates funding 4 contracts in Funding Category 2

### **Category 3: Smoke-Free Multi-Unit Housing**

The goal of this category is to use the phase model approach for organizing activities to assist in the adoption of comprehensive policies that prohibit smoking in existing multi-unit housing in cities within Los Angeles County. Multi-unit housing is defined as market-rate or affordable apartments, and does not include condominiums.

A comprehensive MUH policy shall contain the following seven (7) primary provisions:

- Create separate smoking and non-smoking sections
- Prohibit smoking in at least 75% of individual units, including their balconies and patios
- Prohibit smoking in indoor common areas (e.g., hallways, laundry rooms, etc.)
- Prohibit smoking in outdoor common areas (e.g., pool areas, patios, play areas, etc.)
- Designate smoking areas away from doors and windows
- Disclosure of the location of smoking units to prospective tenants

- A clearly stated enforcement plan that includes public education, smoke-free lease terms, and private citizen and local government enforcement

In addition, the comprehensive MUH policy shall contain at least one (1) of the following three (3) secondary provisions:

- Prohibit smoking on balconies and patios of smoking-permitted units directly adjacent to non-smoking units (i.e. buffer zones)
- Declare secondhand smoke a nuisance
- Include a phase-in plan for the MUH policy over a designated period of time (e.g., 3 years)

TCPP anticipates funding 4 contracts in Category 3.

V. <b>AVAILABILITY OF FUNDS</b>
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**Proposers may apply to multiple funding categories, but are limited to one proposal per funding category. TCPP may fund a maximum of one contract per Proposer.**

The Los Angeles County Tobacco Control and Prevention Program (TCPP) plans to purchase services for the development and implementation of tobacco control initiatives totaling up to \$1,200,000 under this RFP.

These services are supported by funds from the California Department of Public Health, California Tobacco Control Program (CDPH/CTCP). The amount available for these services is subject to variance depending upon the availability of funding and changes in priority setting by CDPH/CTCP.

In accordance with County policy, TCPP will review various factors in making recommendations including, but not limited to, overall cost effectiveness, technical expertise, experience in providing proposed program activities and meeting past program goals, and demonstrated success in delivering contracted services.

Proposers should submit a line item budget for a twelve month contract term from July 1, 2010 through June 30, 2011. Please refer to Section X- Submission Requirements of this RFP for additional instructions.

At the end of the contract term, the Director of Public Health or his/her designee (hereafter, referred to as “Director”), shall have the sole option to extend the contract term up to an additional two (2) years through June 30, 2013. Continued funding beyond the first contract year will be contingent upon contractor performance and the availability and approval of California Department of Public Health, California Tobacco Control Program funding and the County’s progress in meeting the contractual obligations for tobacco control and prevention services with the California Tobacco Control Program.

The contract shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Option to extend the contract terms will be at the sole discretion of the Director , and Director’s judgment shall be final.

## **Funding Limitations and Exclusions**

Los Angeles County shall not in any way be liable or responsible to a Proposer or any third party for the costs incurred in connection with the preparation or submission of any proposal, in connection with the modification of any of the Proposer's operations in response to this RFP, in connection with a Proposer's protest of the contract award process, or in connection with the contract negotiation process.

The County may, at its sole discretion, reject any or all proposals submitted in response to the RFP. In the event of any such rejection, the County shall not be liable for any costs incurred in connection with the preparation and submittal of any proposal. Additionally, the following limitations and exclusions apply to all proposed contracted activities:

1. No political statements may be made or referenced.
2. Proposition 99 funds awarded to community contractors by TCPP may *not* be used for lobbying, that is, directly influencing legislation. Lobbying activities include communicating with governmental staff or officials who may participate in the formulation of legislation, or with the general public with the intention of promoting a "yes" or "no" vote in a particular piece of legislation. Proposition 99 funds may be used to educate elected officials, their staff, government employees, or the general public about the policy campaign or about tobacco-related issues.
3. Proposers must perform all or the majority of the proposed program services. Proposers who plan to use subcontractors for completion of program activities must identify the use of such in the programmatic plan and specify the services the subcontractors will provide.
4. Proposers who are awarded a contract will be required to submit to Director for approval of all proposed subcontracts. All requests for approval of subcontracts shall include at a minimum: (a) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected; (b) a description of the services to be provided under the subcontract; (c) the proposed subcontract amount; and (d) a copy of the proposed subcontract. Any subsequent changes to the Director approved subcontract shall be made in the form of a written amendment and must have Director's approval prior to its effective date. (Please refer to Exhibit I, Sample Agreement, for additional information regarding subcontracts.)
5. Under no circumstances will advance payment requests be considered.
6. Funding may not be used for medical services or any other direct services that are benefits under Medi-Cal.
7. Funding may not be used for construction or other capital costs.

<b>VI. CONTRACT TERM</b>
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The anticipated contract term for the Tobacco Control and Prevention Services Agreement is from July 1, 2010 through June 30, 2011. The Director shall have the sole option to extend the term up to an additional two (2) years through June 30, 2013. Continued funding beyond the first contract year will be contingent upon contractor performance and the availability and approval of California Department of Public Health, California Tobacco Control Program funding and the County's progress in meeting the

contractual obligations for tobacco control and prevention services with the California Tobacco Control Program.

The Tobacco Control and Prevention Services Agreement shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Option to extend the terms will be at the sole discretion of the Director, and Director's judgment shall be final.

The contract shall commence with approval by the Los Angeles County Board of Supervisors, but not prior to July 1, 2010.

## VII. MINIMUM REQUIREMENTS TO PARTICIPATE

Interested and qualified agencies/organizations that demonstrate their ability to successfully provide required services as outlined in the *Proposed Program* description in Section X of this RFP are invited to submit their proposal for tobacco control and prevention services, as described in this RFP, provided they meet the following minimum requirements:

- a. Have at least one (1) year experience in health policy advocacy or prevention interventions prior to the proposal submission deadline.
- b. Must be **one** of the following:
  - A non-profit organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization; or
  - A California private, for-profit organization that has been in business for more than two years and accepts the rates set forth in this document without industry mark-ups. [No proposals will be accepted from any agency/organization that: 1) is an individual; 2) is a national or state organization (local chapters of national organizations may apply); or 3) has been in business one (1) year or less].
- c. Have in operation a business office located in Los Angeles County.

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**Note: The contractor will not accept funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with TCPP. Violation of this TCPP policy during the term of the contract may result in termination of the contract. Proposer must sign and submit Attachment Y (Certification of Non-Acceptance of Tobacco Funds) with proposal.**

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## VIII. CRITICAL DATES AND SUBMISSION INFORMATION

### RFP Availability

Printed copies of the RFP will be available for pickup on January 4, 2010, Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m., through January 15, 2010, at the following address:

County of Los Angeles - Department of Public Health  
Tobacco Control and Prevention Program  
3530 Wilshire Boulevard, 8th Floor  
Los Angeles, California 90010

To ensure adequate time for preparation of the proposal, it is recommended that interested agencies obtain a copy of the RFP as soon as possible. The RFP will be mailed as a courtesy (upon written request to the address as listed above), if the written request is received by TCPP no later than **5:00 p.m. on January 8, 2010**. However, such prospective Proposer shall assume all responsibility for any delay caused by such mailing, and shall not hold County responsible for any proposal that is not completed or submitted by the final proposal submission date. Please note that copies of the RFP shall be limited to one (1) copy per prospective Proposer.

An electronic copy of the RFP is available to Proposers on the Tobacco Control and Prevention Program website at <http://publichealth.lacounty.gov/tob>. Proposers will be responsible for checking the Tobacco Control and Prevention Program website for updates and RFP addenda that may be posted subsequent to the release of the RFP. Any addenda will be sent to those Proposers who complete an *Intent to Apply* form (Attachment A).

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**Note: an electronic copy of the RFP is provided to Proposers for their convenience only, and County does not represent or endorse the accuracy, correctness, reliability, advice, opinion, instruction, statement, or other information displayed, downloaded, or distributed through the website.**

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When using the Tobacco Control and Prevention Program website, it is up to the Proposer to take precautions to ensure that whatever content the Proposer selects for use is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. In no event will County be liable for any direct, indirect, special or consequential, or other damages for any use of this website, or on any other hyperlinked website, including, without limitation, any lost profits, business interruption, loss of programs, or other data on Proposer's information handling system or otherwise, even if the County is expressly advised of the possibility of such damages.

### **Proposers' Conference**

Proposers are strongly encouraged to have at least one (1) representative attend the Proposers' Conference. Proposals are generally strengthened by the attendance of key staff who will contribute to the proposal's development and program implementation. The Proposers' Conference is scheduled for **January 11, 2010 at 9:00 a.m.** at the following location:

Redwood Room  
The Center for Healthy Communities at the California  
Endowment  
1000 N. Alameda Street  
Los Angeles, CA 90012

It is within walking distance to the Metro's Union Station (exit onto Alameda St., head north 1 ½ blocks, the California Endowment will be on the right hand side); parking at the California Endowment is free. For more information, visit their website <http://www.calendow.org/chc/center.html>

Questions about the Proposers' Conference may be directed to Luz Chavez at (213) 351-7311.

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**Note: Los Angeles County will assume no responsibility for any understandings or representations by any of its officers, employees, or agents, prior to execution of any resultant contract unless such responsibility is specified in this RFP, any written question and answer handout, any written addenda, or any resultant contract.**

**Updates and/or written addenda to the RFP, after the Proposers' Conference is held, will only be sent to those Proposers who signed the sign-in sheet at the Proposers' Conference, or to Proposers who submitted an Intent to Apply form (Attachment A) related to this RFP.**

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### Questions and Correspondence

Only written inquiries will be accepted regarding the RFP and must be submitted to Luz Chavez. **No telephone inquiries will be accepted.** Proposers may submit questions via e-mail, fax, or mail. All questions must be received by **5:00 pm on Friday, January 29, 2010.** Questions must be addressed to:

Luz Chavez  
Tobacco Control and Prevention Program  
3530 Wilshire Blvd., Suite 800  
Los Angeles, CA 90010  
Fax number: (213) 351-2710  
Email address: [luchavez@ph.lacounty.gov](mailto:luchavez@ph.lacounty.gov)

All inquiries must include:

- Name of Proposer's Contact Person
- Address
- Area code and Phone number
- Area code and Fax number
- E-mail address
- Question(s)

Every effort will be made to respond to questions in writing on an individual basis. Answers to all questions will be included with any written addenda and/or emailed to all organizations that submit the Intent to Apply Form.

### Proposing Entity Limitations

Only one (1) proposal per sole proprietorship, partnership, or corporation (whether a parent corporation or a subsidiary corporation under the same or different names) will be considered for each funding category under this RFP process – i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. In addition, only one subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal. If there is reason to

believe that collusion exists among one or more of the participants in the RFP process, such participants will be excluded from consideration for this RFP process.

### **Intent to Apply**

For a proposal to be considered, the Intent to Apply form (Attachment A) must be received on or before **5:00 p.m., Tuesday, January 19, 2010**. The Intent to Apply Form must be signed by the Executive Director, CEO, or designated Board Member of the proposing agency. Forms may be faxed to the attention of Luz Chavez at (213) 351-2710 or sent by e-mail to [luchavez@ph.lacounty.gov](mailto:luchavez@ph.lacounty.gov).

Submitting agencies are responsible for verifying that the fax or e-mail is received. The submitting agency assumes the risk of non-receipt of its Intent to Apply Form for any cause outside the reasonable control of TCPP including, but not limited to, failure or unavailability of any electronic circuit or item of equipment necessary for the transmission or receipt of information by fax.

### **Proposal Submission Deadline**

TCPP must receive all proposals and financial stability documents absolutely no later than **12:00 p.m. (noon, Pacific Standard Time) on February 08, 2010**. **No extensions will be made**. If delivered in person, proposals should be delivered to 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010, Attention: Linda Aragon, MPH. TCPP cannot validate parking for persons delivering proposals.

### **Contract Start Date**

Services resulting from this RFP are anticipated to start **July 1, 2010**.

<b>IX. BACKGROUND</b>
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### **Los Angeles County**

Los Angeles County is the largest county in the United States with an estimated population of 10.4 million in 2008. The County covers over 4,000 square miles and has 88 incorporated cities within its boundaries. While covering only 3% of California's land mass, Los Angeles County is home to over 27% of its population.

Los Angeles is also one of the most diverse counties in the nation. It is estimated that 47.3% of the population is Latino, 30.1% White (not of Hispanic/Latino origin), 13.2% Asian/Pacific Islander, 9.1% African American, and 0.3% Native American. Ethnic diversity is largely attributed to continuing immigration from countries in Asia, the Pacific Islands, and Central and South America. According to the 2007 California Health Interview Survey, Los Angeles County is home to a large gay and lesbian community, with estimates approximating 234,000. The median age for Angelenos was 32 years in 2000, and has been rising steadily for the past several decades.

### **Tobacco Control and Prevention Program**

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. Since that time, the California Department of Public Health, California Tobacco Control

Program (CDPH/CTCP) has made large strides in tobacco control and remains the largest of its kind in the world. In an effort to provide an infrastructure that reaches into communities across the state, CTCP has established tobacco control programs in 61 local health departments known as local lead agencies (58 counties and three cities). The Los Angeles County Department of Public Health's Tobacco Control and Prevention Program (TCPP) is the largest local lead agency in California in terms of size and funding. TCPP implements a countywide tobacco control program primarily through contracts with community organizations.

Since its inception in 1989, TCPP 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, TCPP transitioned from a health education approach focusing on individual-level behavior change to a policy-based approach targeting community-level social norms.

A comprehensive approach has greater impact on tobacco use, but requires greater amounts of collaboration, resources, partnerships, and commitment among traditional and non-traditional affiliates. TCPP is fully committed to fostering strong collaborations with and among its contractors, with voluntary health associations, other local lead agencies, and organizations with an interest in tobacco control, such as the Technical Assistance Legal Center (TALC) and the Center for Tobacco Policy and Organizing.

TCPP recently revised its organizational structure to provide a more comprehensive approach to technical assistance. Staff from each unit, including Contract Management and Monitoring, Financial and Administrative Support, Information Technology, Policy and Planning, Research and Evaluation, and Cessation, work as a team to provide contractors and other partners expert technical assistance and training. The team approach, which brings experts together to coordinate tobacco control strategies, priorities, and interventions, is expected to increase the adoption of successful tobacco control policies.

### **Rationale for Policy-Based Tobacco Control**

The 2007 Centers for Disease Control & Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs, the 2006 U.S. Surgeon General's Report: Reducing Tobacco Use, and the 2005 Guide to Community Preventive Services provide recommendations on how to reduce disease and death attributed to tobacco based on systematic reviews of efficacy of interventions and associated economic benefits. These documents recommend that communities develop and maintain comprehensive, multi-faceted prevention programs that include community-level interventions to: 1) promote development and enforcement of tobacco control policies that reduce exposure to SHS, 2) encourage the development and enforcement of policies that reduce the availability of tobacco products, 3) increase smoking cessation for current users, and 4) influence social norms where tobacco use is viewed as unacceptable. In recognition that a comprehensive approach to reducing tobacco use is more effective than focusing on individual behavior, CDPH/CTCP adopted the National Cancer Institute's Standards for Comprehensive Smoking Prevention and Control, which recommend policy, media, and program interventions using community coalitions as the impetus for change.

A primary avenue for achieving social norm change is through enactment of tobacco control policies, such as creating smoke-free environments. According to the Tobacco Education and Research Oversight Committee (TEROC) Master Plan, creating smoke-free environments helps to change social norms, which presents positive models for youth and encourages smokers to quit or reduce their tobacco use. Using a grassroots, bottom-up approach has proven to be successful in the initiation, adoption, and implementation of tobacco control policies. Local tobacco control initiatives are easier to implement and have greater enforcement and compliance rates than statewide efforts. Coalition members and other

advocates have a stake in the outcome and take “ownership” to ensure the success of policy enforcement and compliance. Historically, grassroots tobacco control efforts have served as a springboard to the successful adoption of similar laws statewide (e.g., the California Smoke-Free Workplace Law).

## **Overview of the Problem**

### Tobacco Use

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/COPD. In Los Angeles County, tobacco use is directly linked to the top five causes of death: 14.6% of coronary heart disease, 9.3% of stroke, 77% 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 Los Angeles County stem from these tobacco-related diseases. In addition, smoking during pregnancy is associated with miscarriage, Sudden Infant Death Syndrome (SIDS), complications of pregnancy and delivery, premature birth, and low infant birth weight. It is estimated that tobacco-related illnesses cost the county \$4.3 billion dollars per year, of which \$2.3 billion is for direct healthcare expenditures.

### Secondhand Smoke

Exposure to secondhand smoke (SHS) is the third leading cause of preventable death in the U.S., killing 49,830 non-smokers each year, including 3,400 deaths from lung cancer, 46,000 deaths from coronary heart disease (CHD), and 430 deaths from SIDS. Comprehensive literature reviews of exposure to SHS indicate causal associations to fatal and nonfatal health endpoints in both children and adults. Adverse health effects of SHS include heart disease, lung and nasal sinus cancer, and respiratory illnesses. While adults generally have some control over exposure to SHS, children rarely do. The most serious type of exposure to children occurs in two ways: 1) exposure before birth via maternal smoking and 2) childhood exposure by parental smoking. Data from the 2007 Los Angeles County Health Survey estimate that approximately 336,000 children in the County are regularly exposed to SHS in their homes. The Environmental Protection Agency (EPA) estimates that secondhand smoke causes more than 300,000 cases of asthma, bronchitis, middle ear infections, and pneumonia in children each year in the U.S.

SHS consists of a complex mixture of over 4,000 compounds primarily composed of side stream smoke and exhaled mainstream smoke. The constituents in side stream smoke and exhaled mainstream smoke include reproductive toxicants, potent human carcinogens, and mutagenic compounds such as hydrogen cyanide, formaldehyde, and arsenic. More importantly, SHS has been classified by the EPA as a Group A carcinogen, placing it in the most dangerous category, reserved for radon, benzene, and asbestos. The U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke and in January 2006, the California Air Resources Board (ARB) identified SHS as a toxic air contaminant.

Recommendations from national experts, including the Surgeon General, point to the importance of reducing exposure to SHS as a leading strategy to reduce tobacco-related disease and death. Reducing exposure of SHS can be done by creating more indoor and outdoor smoke-free environments. Along with its direct effects, creating smoke-free environments has the added benefit of changing social norms around tobacco use. For instance, having smoke-free outdoor areas decreases the risk that young people will smoke, as they are not exposed to modeling of smoking behavior. In addition, current smokers can be prompted and supported in their attempts to quit, as smoke-free environments can enable those trying to quit smoking by limiting cues for relapse. Research has verified that smoke-free environments can increase both the number of people who attempt to quit smoking and the number of quit attempts made by

an individual. Although SHS exposure has been greatly reduced in many of our American cities, exposure continues to occur in outdoor areas, workplaces, and in single-family dwellings, condominiums, and multi-unit housing.

Creating smoke-free areas is legally defensible. According to the Technical Assistance Legal Center (TALC):

- Under the United States constitution and the California constitution, there is no constitutional right to smoke. No court has ever recognized smoking as a fundamental right nor has any court ever found smokers to be a protected class. Claims to the contrary have no legal basis,
- The "right to privacy" protected by the U.S. Constitution only applies to marriage, contraception, family relationships, and the rearing and education of children, and
- There are groups of people that receive greater protection against discriminatory acts under the United States constitution and the California constitution than do other groups of people (e.g., groups based on race, national origin, and gender). *Smokers have never been identified as one of these protected groups.*

### Youth Access

Cigarette smoking almost always begins in adolescence, with 80% of adult smokers having started before the age of 18. Youth smoking is associated with greater likelihood of adult smoking, heavier use of cigarettes, and more difficulty quitting. About one-third of the 4,000 youth under age 18 who start smoking each day will die prematurely due to smoking.

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. Prevalence data from the Centers for Disease Control and Prevention (CDC) Youth Risk Behavior Surveillance (YRBS) conducted in Los Angeles Unified School District schools showed a 51.7% decrease in youth smoking prevalence from 26.5% in 1997 to 12.0% in 2008.

Regulating access to cigarettes has considerable potential for postponing or preventing smoking initiation among youth. Strategies that have been identified as successful in reducing minors' access to tobacco products include restricting distribution, regulating the mechanisms of sale, increasing penalties, and enforcing minimum age laws. Laws that regulate the sale of tobacco products, such as vending machine and self-service display bans, reduce illegal sales to youth, theft, and impulse buying by adults. Laws that restrict distribution of tobacco products such as land use laws and conditional use permits limit the location and number of retailers who sell tobacco in communities.

In California, two state laws, Penal Code Section 308(a) and STAKE Act: Stop Tobacco Access to Kids (California Business and Professions Code Sections 22958, 22952, 22957; California Code of Regulations, Title 17, Section 6903) make it illegal to sell tobacco products to minors. Penal Code 308(a) has been a part of the California Penal Code for over 100 years. This law makes it a misdemeanor to sell, furnish or give tobacco products to anyone under 18 years of age and imposes limited fines on retailers who break the law. The STAKE Act requires that retailers check the identification of anyone who appears to be under 18 and that warning signs (including a toll-free number to report under-age sales) be posted at all points of sale.

As part of the STAKE Act, the CDPH monitors and assesses California's illegal sales rate to minors and conducts ongoing compliance checks. The assessment of the illegal sales rate to minors is done via the annual Youth Tobacco Purchase Survey (YTPS), which involves youth decoy stings where youth

between the ages of 15-16 go into stores to buy cigarettes. The STAKE Act protocol is a comprehensive “consummated buy” protocol where the youth purchases cigarettes from a tobacco vendor; after the sale is complete, a law enforcement agent notifies the retailer that a youth purchase sting had occurred and the retailer is penalized. Findings from the 2009 YTPS show that the rate of illegal tobacco sales to minors has decreased from 12.6% in 2008 to an all-time low of 8.5% in 2009. Despite the overall decrease in illegal sales statewide, the YTPS found that illegal sales to minors in certain retail outlets remained high. Non-traditional retail stores, such as discount stores or deli/meat markets, were found on average to sell tobacco to minors at 13%. Meanwhile, the highest rate of illegal sales to minors was at doughnut shops at 21.6% and tobacco shops at 21.1%. The lowest rate of illegal sales to minors was at drugstores/ pharmacies at 2.3%.

In LA County, community-based organizations working with the Tobacco Control and Prevention Program (TCPP) 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 TCPP where youth between the ages of 15 to 17 go into stores and attempt to buy cigarettes. YPSs conducted during 2005 and 2009 in 25 cities and the unincorporated areas of LA County found high rates of retailers willing to sell cigarettes to minors. For example, in Palmdale the rate of retailers willing to sell to minors was 29%, in San Fernando the rate was 39%, in Burbank the rate was 27%, in San Gabriel the rate was 33%, in Inglewood the rate was 51%, in Compton the rate was 37%, in Beverly Hills the rate was 49%, and in the unincorporated areas of LA County the rate was 31%. Santa Clarita had the lowest rate of 9.2% and Sierra Madre had the highest rate of 60%. On average, these rates are more than three times as high as the state’s illegal sales rate of 8.5%.

YPSs have proven to be an invaluable source of data, assisting community leaders and policy/decision makers in raising awareness about the problem of youth access to tobacco and in generating innovative policy solutions to prevent youth smoking.

### **Funding Category Background**

Proposers are encouraged to review the appropriate background section for the funding category they are responding to in this RFP. Information presented below is not exhaustive and is intended to provide a general understanding of each funding category.

#### Category 1: Tobacco Retail Licensing

Research has demonstrated that educating store owners and clerks about illegal tobacco sales does not reduce tobacco sales to children. 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.

Active enforcement of laws prohibiting the sale of tobacco to minors has been shown to be the most significant factor in reducing the percentage of retailers who illegally sell tobacco to children. However, because of the lack of enforcement of existing state laws, retailers continue to illegally sell tobacco to children. Insufficient enforcement is due, at least in part, to a lack of dedicated resources and funding. California’s own enforcement program, STAKE, is under-funded. The STAKE program conducts approximately 2,170 compliance checks annually, checking only about 5.8% of the 37,171 registered tobacco retailers in the state.

More recently, 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. According to a 2008 report from the Center for Tobacco Policy and Organizing, tobacco is by far the number one product sold in convenience stores, accounting for nearly a third (32.9%) of sales and generating nearly \$500,000 in revenue for the average convenience store. Hence, tobacco retail licensing policies create a strong financial deterrent to retailers violating the law.

Tobacco retail licensing has support from both smokers and nonsmokers. According to the 2007 Los Angeles County Health Survey, 79.6% of LA County adults agree that store owners should be licensed to sell cigarettes in the same way they are licensed to sell liquor or beer, and 66.8% of current cigarette smokers support a tobacco retail license requirement.

In 2003, a statewide tobacco retail licensing law (California Business and Professions Code Sections 22971.3, 22972-22973.1, 22980.2, 22981) was adopted. This law increases tax revenue by decreasing tobacco counterfeiting and smuggling, but does NOT contain provisions to reduce youth access to tobacco products. This law, however, is non-preemptive and specifically allows local governments to enact and enforce tobacco retail licensing laws that reduce youth access to tobacco products.

According to the Center for Tobacco Policy and Organizing, 63 California communities have adopted strong local tobacco retail licensing policies to reduce illegal sales of tobacco products to minors (refer to Attachment Z: Resource Guide). In Los Angeles County, 23 of the 88 cities have adopted such policies (i.e., Los Angeles, El Segundo, Lawndale, Pasadena, Carson, Lancaster, Sierra Madre, Burbank, Compton, Glendale, Inglewood, Lomita, Baldwin Park, Cerritos, Gardena, Hawthorne, Long Beach, San Fernando, Santa Monica, Calabasas, Culver City, La Canada Flintridge, and South Pasadena). In December 2007, the Board of Supervisors adopted a tobacco retail licensing ordinance for the unincorporated areas of LA County.

Strong tobacco retail licensing ordinances, like those implemented in LA County, have proven to be effective in reducing youth access to tobacco products. For example, in Pasadena, illegal tobacco sales to minors dropped from 20% to 5% and then to 0% after the city adopted a retail licensing law. In Burbank, the rate fell from 26.7% down to 4% after a tobacco licensing program was implemented. According to the Technical Assistance Legal Center's Tobacco Retail License Model Ordinance (refer to Attachment Z: Resource Guide), a strong local tobacco retail licensing ordinance includes the following policy 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

## Category 2: Smoke-Free Outdoor Areas

In the fourteen years since the Smoke-Free Workplace Law (California Labor Code Section 6404.5) was adopted, residents have grown accustomed to and reaped the health benefits of smoke-free indoor environments. Smoking in restaurants, bars and other workplaces, once commonplace, is now, for the most part, a thing of the past.

Many cities and counties in California are working to protect their residents from secondhand smoke (SHS) exposure by passing policies that restrict smoking in outdoor areas, especially recreation areas and other places where people congregate. These outdoor areas include public parks, beaches, dining areas and around doorways and windows of public buildings. In spite of these successes in reducing exposure to SHS, outdoor exposure remains a serious, yet preventable, health threat. Outdoor SHS accounts for a significant amount of nonsmokers' exposure to hazardous tobacco byproducts. Every day, Californians visit parks, beaches, golf courses, outdoor seating areas of restaurants, public events such as concerts, and service areas such as ATM lines and bus stops only to find themselves and their children exposed to toxic secondhand smoke and discarded cigarette butts.

The dangers of secondhand smoke are well documented, especially for children and adults with asthma or other chronic illnesses, pregnant women, and the elderly. Secondhand smoke has been designated as a known human carcinogen by the U.S. Environmental Protection Agency. The California Air Resources Board has put secondhand smoke in the same category as automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure. A growing body of research has found that under some conditions, exposure to secondhand smoke in outdoor areas can be as harmful as exposure in enclosed areas. For example, a recent Stanford study concluded that short-term exposure to secondhand smoke on outdoor patios can exceed secondhand smoke exposure measured inside cars and houses.

In addition to the health risks associated with outdoor smoking, discarding cigarette butts is a serious litter issue. Cigarette litter damages the environment and poses a hazard to children, pets and wildlife that may pick up or swallow these cigarette butts. Besides the possible burns from cigarette butts, children are at risk for swallowing or choking on this litter. In 2006, the American Association of Poison Control Centers received over 7,000 reports of potentially toxic exposures due to ingestion of tobacco products among children. Additionally, fish, birds, and other animals often swallow discarded cigarette butts, resulting in malnutrition, starvation, and blocked air passages. Furthermore, cigarettes contain a non-biodegradable plastic that takes nearly one decade to decompose. Cigarettes are also responsible for causing fires in parks and other outdoor areas. For instance, the 2007 fire in Griffith Park was caused by a discarded cigarette.

Public health and well-being can be protected by adopting smoke-free outdoor areas policies. Such policies also affect changes in social norms regarding tobacco use, thereby fostering an environment that helps current smokers cut down or quit and encourages former smokers to remain smoke-free. In addition, adopting smoke-free outdoor areas policies decreases the risk that young people will smoke, as they will become less exposed to modeling of smoking behavior. Every day, over 4,000 children in the U.S. smoke their first cigarette and 2,000 teenagers become daily smokers; three out of four smokers start before they are 18 years old.

There is strong public support for smoke-free outdoor areas. According to a statewide survey conducted by the California Department of Public Health in 2008, 75.8% of Californians agree that smoking should be prohibited in outdoor dining areas at restaurants and 74.9% of Californians agree that smoking should not be allowed in outdoor entertainment areas, such as amusement parks, zoos, and fairgrounds. According to the 2007 Los Angeles County Health Survey, a majority of Los Angeles County adults agree that there should be more restrictions on smoking in outdoor public places. For example, 70.5% of respondents favored a ban on smoking within 20 feet of public building entrances, 66.1% of respondents favored a ban on smoking in waiting areas such as bus stops, movie lines, or at ATMs, 65.9% of respondents favored a ban on smoking in outdoor dining areas, and 58.7% of respondents favored a ban on smoking in parks.

In response to the groundswell of public support, cities, counties and the state of California have adopted a number of laws that protect its citizens from exposure to secondhand smoke in outdoor areas. For instance, in 2001, a law was adopted (California Health and Safety Code Section 104495) prohibiting smoking within 25 feet of playgrounds or tot lot sand box areas. This law is non-preemptive and gives authority to local governments to enact stronger policies. In 2003, the state adopted a law prohibiting smoking within 20 feet of main exits, entrances, or operable windows of public buildings. Public buildings include buildings owned or leased by any city, any county, the State, every campus of the California community colleges, the California State University, and the University of California. This bill also includes anti-preemption language that allows local governments and campuses to adopt and enforce more restrictive tobacco control policies.

To date a growing number of cities and counties throughout the state have adopted policies prohibiting smoking in outdoor areas such as parks, beaches, dining patios, service lines and theme parks. In Los Angeles County, 27 cities have adopted smoke-free parks policies (i.e. Alhambra, Baldwin Park, Calabasas, Carson, Cerritos, Claremont, Culver City, El Monte, Gardena, Glendora, Hawthorne, Huntington Park, La Puente, Los Angeles, Lomita, Manhattan Beach, Maywood, Monterey Park, Palmdale, Pasadena, Rosemead, San Dimas, San Fernando, Santa Clarita, Temple City and Walnut) and in September 2009, the Board of Supervisors adopted a smoke-free parks ordinance for the unincorporated areas of LA County. Furthermore, 5 cities have adopted policies that prohibit smoking on outdoor dining patios (i.e. Beverly Hills, Culver City, Malibu, South Pasadena, and Sierra Madre), 6 cities have adopted comprehensive outdoor area policies that prohibit smoking on outdoor dining patios, in parks, in service lines, and on sidewalks (i.e. Calabasas, Baldwin Park, Santa Monica, Burbank, Glendale, and Pasadena), and with the exception of Avalon, all city and county beaches are smoke-free.

### Category 3: Smoke-Free Multi-Unit Housing

Although California has made great progress in eliminating secondhand smoke in the workplace, for the many Californians who live in multi-unit housing, breathing secondhand smoke drifting from neighboring units, balconies, and outdoor areas is an ongoing and real health problem.

Secondhand smoke can seep under doorways and through wall cracks. Persons living in apartments near smokers can be exposed to elevated pollution levels for 24 hours a day, and at some times, the particulate matter exposure can exceed the U.S. Environmental Protection Agency's 24-Hour Health Based Standard. The Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure; separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely eliminate secondhand smoke exposure.

Surveys conducted by the Center for Tobacco Policy and Organizing have shown that apartment residents recognize the dangers of secondhand smoke exposure and that it is a problem in multi-unit housing. According to a 2004 survey, 46% of California renters have experienced secondhand smoke drift into their apartment, while a 2006 survey found that 63% of Latino renters experienced secondhand smoke drift into their apartment. In addition, a 2003 survey found that 41% of Los Angeles renters have experienced secondhand smoke drift in their apartment. According to the 2007 Los Angeles County Health Survey, about 585,000 adults in LA County reported being exposed to someone else's cigarette smoke in their home within the previous week. In these households, up to 336,000 children under age 18 have also been exposed to secondhand smoke.

There is public support for restricting smoking in multi-unit housing throughout California. According to surveys conducted by the Center for Tobacco Policy and Organizing, a 2008 survey found that 78% of

California voters support a law requiring apartment buildings to offer nonsmoking sections, while a 2006 survey found that 82% of Latino renters support a law requiring apartment buildings to offer non-smoking sections of units. According to the 2006 California Adult Tobacco Survey, 72.6% of Californians think multi-unit housing or apartment complexes should require that at least half of their rental units be smoke-free. The majority of Los Angeles County residents also support smoke-free housing. According to the 2007 LA County Health Survey, approximately 60% of smokers and 77% of nonsmokers believe that there should be a law requiring separate smoking and non-smoking units in multi-unit housing.

According to the Technical Assistance Legal Center, there is no Constitutional right to smoke. California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance. Local governments have broad latitude to declare nuisances and are not constrained by prior definitions of nuisance. Local ordinances that authorize residential rental agreements to include a prohibition on smoking of tobacco products within rental units are not prohibited by state law.

Cities and counties throughout the state have adopted laws that protect residents from exposure to secondhand smoke in multi-unit housing. Strong smoke-free housing policies that address the issue of drifting secondhand smoke from neighboring units have been adopted in twenty-five California communities, including Richmond, Belmont, Dublin, and Thousand Oaks. In Los Angeles County, the city of Calabasas adopted a strong smoke-free multi-unit housing policy, while the cities of Glendale and Santa Monica have adopted multi-unit housing policies that are less restrictive.

## X. SUBMISSION REQUIREMENTS

Agencies intending to submit a proposal are expected to thoroughly examine the entire contents of this Request for Proposals and become fully aware of all the deliverables outlined herein.

**Proposers may apply to multiple funding categories, but are limited to one proposal per funding category. TCPP may fund a maximum of one contract per Proposer.**

**Proposer's proposal must demonstrate that it meets the minimum requirements as indicated in Section VII- Minimum Requirements to Participate. Proposal must be submitted and organized in accordance to the Proposal Format & Order Requirements indicated herein below. Failure to demonstrate that Proposer meets the minimum requirements may be cause for disqualifying the entire proposal as described in Section XIV – Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.**

### **Proposal Format & Order Requirements**

All proposals must be written in English and assembled into one volume in the format and order described below (see Attachment ZZ- Required Documentation Checklist). The County may reject any proposal submitted that fails to adhere to this format.

#### Proposal Format Requirements

1. Proposal must be machine printed (e.g., typewriter, laser jet, etc.) in black type of not less than eleven (11) point font.
2. Proposal must be double-spaced with (top, bottom, left, and right) margins of not less than one (1) inch.

3. Proposal must be single-sided, on eight and a half inch by eleven inch (8½" x 11") standard size white bond (or similar color and texture) paper. Cover pages and page separation/dividers of a different color may be used, but the color or texture of any paper used should allow for the production of readable copies when such pages are photocopied on a normal setting.
4. Proposal must be organized by paragraph sections, with proper titles and alphabetized subparagraphs, as described herein.
5. Proposal must be numbered sequentially throughout from beginning to end, to ensure that there are no duplicate or missing pages.
6. The proposal shall be clearly labeled with the RFP title "COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSALS FOR TOBACCO CONTROL AND PREVENTION SERVICES: COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY (RFP #2010-001)" and the name of the Proposer's organization on the front exterior cover.
7. Proposer must submit one (1) original and six (6) copies of the proposal. Do not staple the original and the six (6) copies. Secure the original and each of the six (6) copies with a binder clip.

#### Proposal Order Requirements

**Agency Cover Letter:** Submit one (1) original agency letter on agency letterhead signed in **blue ink**. The agency letter shall include the:

- Full legal agency/company name and DBA, address, telephone and fax number.
- Service Planning Area (SPA) where the Proposer's headquarters are located.
- Funding category the Proposer is applying to.
- SPA(s), Supervisorial District(s), and the jurisdiction where the work proposed herein will be conducted.
- Name, telephone number and fax number of the agency's contact person for the RFP.
- Name, address and telephone number of the person(s) authorized to bind the proposal.
- Signature of the agency's Executive Director, Chief Executive Officer, or other designee.

Address the agency letter to:

Linda Aragon, MPH  
Tobacco Control and Prevention Program  
3530 Wilshire Blvd. Suite 800  
Los Angeles, CA 90010

**Request for Proposals Cover Page:** Proposal must include the completed Request for Proposals Cover Page. Refer to Attachment B for the Request for Proposals Cover Page form.

**Table of Contents:** Proposal must have a "Table of Contents" that includes a detailed and complete outline of material included in the proposal, identified by proper titles, alphabetized subparagraphs, and with sequential page numbers.

**Proposer’s Organization Questionnaire/Affidavit:** Proposal must include completed “Proposer’s Organization Questionnaire/Affidavit” (Attachment J).

**Program Narrative:** Must be no more than 15 pages (excluding Scope of Work, Budget, and Budget Justification). **Page limits** for each section are provided under the “Program Narrative Requirements” below to assist in the development of the proposal. Proposers must not exceed the specified page limits for each section. **The program narrative beyond specified section page limits and the overall 15-page limit will not be read.**

**Program Narrative Requirements (15 page maximum)**

A policy campaign is divided into five distinct phases and requires conducting campaign activities in one phase before proceeding to the next. The time required to conduct each of the five phases can vary based on dynamics of the policy campaign; however, for the purpose of this RFP, a 12 month time frame shall be used to respond to all questions of the program narrative as outlined below.

Proposer must complete **all** questions of the program narrative as outlined below (e.g., Section 2, Phase I has five questions; applicants must answer each one). Responses must correspond to the section, question number, and phase (if applicable) for each of the required elements. Responses will be awarded points based on how well the Proposer addresses the criteria or questions presented below. **Criteria or questions that are left blank will receive 0 points.**

**Executive Summary (1 page)**

**Maximum Score: 50**

The Executive Summary shall condense and highlight contents of the proposal to provide TCPP and the evaluation committee with a broad understanding of the agency’s mission, experience and the proposed policy campaign. The highlights should include the key activities of each phase of the proposed campaign.

**Section 1: Organizational Information (2 pages)**

**Maximum Score: 100**

1. What are the services the agency currently provides? **(25 Points)**
2. Describe the agency’s experience in successfully completing health policy advocacy and prevention interventions (e.g., passing tobacco related policies, tobacco control in general, or other policy related work) specific to the funding category. The description may include the agency’s experience in the following: **(75 Points)**
  - Conducting community assessment
  - Planning or designing policy campaigns
  - Building and maintaining community coalitions
  - Implementing policy campaign activities
  - Working with target populations (e.g., youth and housing tenants)
  - Campaign evaluation

If the agency does not have direct experience in conducting this type of work, please describe any related experience that will ensure the success of the proposed program.

**Section 2: Proposed Program**

The description of the proposed program must be based on the phase model approach to policy campaigns described in Section III - Phase Model. Please refer to the Phase Model descriptions in Section III, pages

6-9. Also, refer to the websites listed in the Resource Guide (Attachment Z) for additional resources. If the Proposer does not have internet access, a written request can be submitted for information listed in the Resource Guide to Luz Chavez, TCPP, 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010.

**Responses should be specific to the funding category selected and the jurisdiction the agency proposes to provide services in. A jurisdiction is a city in Los Angeles County, excluding Long Beach and Pasadena (which have their own Prop 99 tobacco control programs), or the unincorporated areas of Los Angeles County. The proposed jurisdiction must have an elected body (e.g., City Council). Proposals will not be funded in a jurisdiction that has adopted the proposed policy.**

**A. Phase I – Community Assessment (2 pages)**

**Maximum Score: 130**

1. Name the funding category to be addressed, including the primary and secondary policy provisions. In addition, name the jurisdiction where the campaign will take place and describe general demographic data (e.g., age, race/ethnicity, population size, income level, education, housing makeup) of that jurisdiction. Sources for all data or information provided should be clearly documented (e.g., Los Angeles County Health Survey, 2005). **(20 Points)**
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 (e.g., exposure to secondhand smoke or youth smoking rates). Sources for all data or information provided should be clearly documented (e.g., California Health Interview Survey, 2007). **(30 Points)**
3. Describe the specific methods or procedures (e.g., public opinion surveys, key informant interviews, youth decoy operations, tobacco litter clean-ups) that will be used to collect new information depicting the tobacco-related health problems in the jurisdiction. **(25 Points)**
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 (e.g., City of Santa Monica, City Council Meeting Minutes, 08/19/08). **(30 Points)**
5. Describe the specific methods or procedures (e.g., one-on-one meetings with city staff) you will use to collect new information depicting the tobacco-related political environment in the jurisdiction. **(25 Points)**

**B. Phase II – Policy Campaign Strategy (3 pages)**

**Maximum Score: 230**

**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. **(15 Points)**
2. Describe the intermediate goal (e.g., adoption of a comprehensive outdoor areas policy) for the proposed policy campaign in the selected jurisdiction. **(10 Points)**
3. Describe the long-term goal(s) (e.g., reducing mortality from secondhand smoke exposure) for the proposed policy campaign in the selected jurisdiction. **(10 Points)**

**Organizational Considerations:**

1. Describe the tangible resources (e.g., staff, volunteers, office space and equipment) that the Proposer will bring to the campaign. **(10 Points)**

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. **(15 Points)**

**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 campaign (e.g., Ms. Brown from the local American Lung Association would attend monthly coalition meetings because reducing exposure to secondhand smoke in outdoor areas is in line with their mission to prevent lung disease). **(30 Points)**
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 campaign (e.g., the Green Park Foundation would write a letter of support for the campaign because reducing tobacco-related litter in outdoor areas is in line with their mission to safeguard the environment). **(30 Points)**
3. Name the individuals and organizations that might oppose the proposed policy campaign. Include a justification for why *each* opponent would be against the campaign (e.g., the Lindvale Chamber of Commerce would oppose the campaign because they believe that banning smoking in outdoor dining areas would hurt business). **(30 Points)**

**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. **(30 Points)**
2. Name the individuals that do not have decision-making authority (e.g., City Manager Lee or Parks and Recreation Director Grant) but may influence those who do in the selected jurisdiction. Include a justification for *each* selected individual. **(30 Points)**

**Tactics:**

1. A successful policy campaign includes the following core tactics: meeting with policy/decision makers, providing testimony 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 influence the policy/decision makers to achieve the desired campaign outcome. The description shall elaborate on core tactics and identify other tactics. In addition, the description shall reference constituents and allies and policy/decision makers identified above. **(20 Points)**

**C. Phase III – Coalition Building/Broadening (2 pages)**

**Maximum Score: 50**

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 the recruitment plan to enlist the constituents and allies identified in Phase II to the local community coalition. The description should include specific activities (e.g.,

presentations and one-on-one meetings) to enlist the support of those constituents and allies. **(25 Points)**

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. **(25 Points)**

**D. Phase IV – Policy Campaign Implementation (2 pages) Maximum Score: 75**

1. Phase IV 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

II. 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 who will be targeted by it.

**E. Phase V – Policy Implementation and Enforcement (3 pages) Maximum Score: 150**

1. Describe how the agency 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. **(40 Points)**
2. Describe how the agency 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. **(40 Points)**
3. Describe how the agency 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. **(40 Points)**
4. Describe any additional activities that the agency will use to ensure that provisions of the policy are effectively implemented and enforced. Description should include a justification for the chronology of activities and how *each* activity identified will contribute to ensuring that the provisions of the policy are effectively implemented and enforced. **(30 Points)**

**Section 3: Scope of Work (no page limit)**

**Maximum Score: 100**

For the purpose of this RFP, a 12 month time frame shall be used to complete the **Scope of Work** based on the Phase Model. Activities in each phase build the foundation for work in the following phases and must be completed in sequential order. The timeline of proposed activities in the scope of work should reflect this order.

Use the Scope of Work Instructions and Form (Attachment D) to specify the activities that will be conducted, time line for those activities, and supporting documentation for each of the five phases. The

scope of work should contain sufficient detail (e.g., number of meetings, interviews, and surveys) to enable the evaluation committee and TCPP to understand the proposed policy campaign.

**Section 4: Budget and Budget Justification (no page limit)**

**Maximum Score: 115**

**Local SBE Preference:** Proposers who requested and were granted the Local SBE Preference may be eligible to receive 6 points (five percent) added to their overall budget and budget justification score.

**Transitional Job Opportunities Preference:** Proposers who requested and were granted the Transitional Job Opportunities Preference may be eligible to receive 6 points (five percent) added to their overall budget and budget justification score.

1. Complete a line item budget (please refer to Attachment C for the Sample Line Item Budget and Sample Budget Justification). Assume a 12-month budget for the period starting July 1, 2010. The budget submitted with this proposal should reflect the activities described in the Program Narrative and Scope of Work for the fiscal year. A maximum of fifteen percent (15%) will be allowed for indirect costs. **(50 Points)**
2. Complete a detailed budget justification (please refer to Attachment C for the Sample Line Item Budget and Sample Budget Justification). The budget justification shall include a detailed description of the roles and responsibilities of all personnel listed in the line item budget. All personnel descriptions must support activities described in the Program Narrative and Scope of Work (e.g., the health policy advocate). The budget justification shall also include a detailed description of services and supplies (e.g., DSL service) and all other relevant expenses listed in the line item budget. For each item listed, provide a breakdown of its annual cost (e.g., DSL service: \$30 per month x 12 months = annual cost of \$360). **(65 Points)**

**XI. PROPOSAL CONDITIONS**

Legal Entity Description/Financial Capability/Insurance

A Legal Entity Description/Financial Capability/Insurance which shall include documentation of Proposer's organizational strength, financial stability, and insurability for the dollar levels and programs of insurance as required under this RFP, as follows:

1. Legal Entity Description: Full legal name of Proposer's agency/organization, including a description of the form of Proposer's business organization (i.e., for profit, not-for-profit, sole proprietorship, or corporation). If applicable, Proposer shall provide any fictitious business or Doing Business As (DBA) name used by Proposer's agency/organization.

If Proposer is **incorporated**, Proposer shall include the following documentation:

- Articles of Incorporation (from the California Secretary of State [or other State if incorporated in another state]) and By-laws.
- Detailed statement indicating whether Proposer is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

- Board minutes identifying who is authorized on behalf of Proposer to conduct business, make commitments, and enter into binding contracts with County (minutes shall confirm contact person named in cover letter as authorized to bind Proposer under an agreement).

If Proposer is **not a corporation**, Proposer shall:

- List the full legal name of all owners and partners (general and limited) of Proposer's agency/organization.
- List the full name of the owner or partner authorized on behalf of Proposer to conduct business, make commitments, and to enter into binding contracts with County, as a confirmation of the person named in cover letter.

2. Financial Capability: In addition to the above-mentioned documents, please submit two sets of Financial Stability Documentation in a package separate from the proposal. NOTE: Governmental agencies (such as County facilities and programs, a department or agency of a City, a School District, or a State supported college or university) are NOT required to submit this documentation.

Each private (for profit or not-for-profit) proposing agency must provide documentation that it can carry the costs of its proposed program without reimbursement from the resulting contract for at least 90 days at any point during the term of the contract. Such documentation may take one of the following two forms:

- (1) a recent independent audit completed by a certified public accountant, or
- (2) a signed statement from the agency's financial institution (bank) stating that the agency can carry the costs of the proposed program for at least 90 days at any point during the term of the contract, with the name and phone number of an individual who may be contacted for verification.

**Note: Proposer's proposal must include the financial documentation requested herein above. Failure to submit such financial documentation may be cause for disqualifying the entire proposal as described in Section XIV - Selection Process and Evaluation Criteria, Phase One -Pass/Fail Evaluation.**

3. Insurance: Documentation of Proposers' ability to obtain and maintain insurance for the dollar levels and programs of insurance as required and described in the insurance provisions of the Sample Agreement (Exhibit I).

Such documentation may include one of the following:

- A letter of commitment from an insurance company acceptable to County setting forth that adequate insurance coverage will be available at the time of contract award;
- A copy of current certificate of insurance if Proposer is a current contractor with the County; or
- A formal declaration of self-insurance. Such formal declaration shall be provided on Proposer's letterhead, if available, and indicate that Proposer is self-insured for the type and

amount of coverage indicated in the insurance provisions of the Sample Agreement (Exhibit I). (Proposer's declaration can be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of the Proposer. The statement also must identify which required coverages are self-insured and which are commercially insured. Proposers who are self-insured for workers compensation, must provide a copy of their Certificate of Consent to Self-Insured issued by State of California.) Note that the use of self-insurance is subject to County's Risk Manager's approval.

**Note: Proposer's proposal must include the completed and signed Supporting Documents as requested herein above. Failure to submit such documentation may be cause for disqualifying the entire proposal as described in Section XIV - Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.**

**Note: An insurance company acceptable to the County, is one that has a current A.M. Best rating of not less than A:VII. (Information concerning A.M. Best ratings and publications may be obtained from [www.ambest.com](http://www.ambest.com)). Certificates of insurance provided by current contractors hereunder must specifically contain contractor's current contract number, and shall be also endorsed to add the County as an "Additional Insured" on contractor's general liability policy.**

#### **A. Informal Solicitation for Proposals**

Notwithstanding any other provision of this RFP, proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. Thus, the Director reserves the sole and unqualified right to reject any and all proposals for any reason at any time.

#### **B. County Rights and 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 to each person or organization that attended the Mandatory Proposer's Conference. 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.

#### **C. Final Contract Award by County's Board of Supervisors**

Notwithstanding any decision by the Director to recommend the award of a resultant contract to any proposer, the County's Board of Supervisors retains the right to exercise its independent judgment and discretion concerning the final selection of a proposal and the terms and conditions of any resultant contract, and to determine which proposal best serves the interest of the County. The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

#### **D. Compliance with Request for Proposals**

Responses to this RFP shall be made according to the specifications and instructions contained herein, and must comply with content, sequence, and format for proposals as outlined in Section X-Submission Requirements.

Failure to adhere to any RFP instruction or to comply with the format requirements of Section X-Submission Requirements may be cause for rejection of the proposal, at the Director's sole discretion.

#### **E. Acceptance of Terms and Conditions**

Proposer understands and agrees that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, and any addenda thereto; and as further evidenced by proposer's authorized representative's signature and date on the Acceptance of Terms and Conditions Affirmation form (Attachment R) as submitted within proposer's response to this RFP.

Proposers are encouraged to carefully review Exhibit I entitled "Sample Agreement" and its service and payment exhibit(s), since many of its provisions will be included in the agreement that may be awarded as a result of this RFP. However, please note that the draft contract language specified in the Sample Agreement is subject to change, and not all clauses shown may be used, and other agreement provisions that do not currently appear may be included in the final version of the agreement document.

Proposers are not required to sign the Sample Agreement at this time. This document is provided for the proposer's information only. Proposers who are recommended to provide services as a result of this RFP process will be required to sign the final version of the formal contract document upon completion of the contract negotiation process.

#### **F. County Changes to Request for Proposals**

The Director reserves the sole right to interpret or change any provision of this RFP at any time prior to the final proposal submission date. Any such interpretation or changes shall be by a written addendum to this RFP. For purposes of this RFP process, any written addendum, including any written question and answer handout, shall become part of this RFP and may become part of any resultant contract. Every reasonable effort shall be made to assure that any written addendum made to the RFP is provided to each proposer who, based on County's records received a copy of the RFP and either: 1) attended the Mandatory Proposer's Conference, or 2) notified the DPH contact person requesting that Proposer receive such addendum by fax or mail. A proposer's failure to address the requirements of any written addenda may result in their proposal not being considered. The Director, at his sole discretion, may determine that if an addendum is issued, a time extension may also be required for the submission of the proposals, in which case the written addendum shall also indicate the new proposal submission date.

## **G. Proposer Changes to Proposal**

Prior to the final submission date, a proposer may retrieve its proposal in order to make additions or alterations. Such retrieval, however, shall not extend the final submission date for proposals under this RFP process. In any event, a proposer may not change any aspect of its proposal after the final submission date, unless the same opportunity is offered to all proposers at the Director's sole discretion.

## **H. Contact with DPH Employees**

Except as may otherwise be expressly noted herein, as of the issuance date of this RFP and until the final date for submission of the proposal, all County officers, employees, and agents, except for designated DPH personnel, are specifically directed not to hold meetings, conferences, or technical discussions with a Proposer(s) regarding this RFP. Any Proposer found to be acting in any way contrary to this directive shall be disqualified from entering into any contract that may result from this RFP.

Any questions or comments regarding this RFP or other matters relating thereto shall be addressed to:

County of Los Angeles - Department of Public Health  
Tobacco Control and Prevention Program  
3530 Wilshire Blvd., 8th Floor  
Los Angeles, California 90010  
Attention: Ms. Linda Aragon, MPH  
Telephone: (213) 351-7890  
FAX: (213) 351-2710

Director shall determine at his/her sole discretion the nature of Proposer's question or comment and decide whether to respond to such question or comment directly, or to share his/her response equally with all Proposers under a written addendum.

## **I. Firm Offer**

All proposals shall be firm and final offers and may not be withdrawn for a period of two hundred seventy (270) calendar days following the final proposal submission date.

## **J. Inquiries and Investigative Authority**

Director reserves the right to make inquiries into the operational and financial capacity and responsibility of a Proposer. The failure of a Proposer to promptly supply information in connection with such inquiry, which may include, but not limited to, information regarding current and past performance, financial stability, professional citations, incidents or charges of malpractice, and the ability to provide the services described in this RFP in a timely manner, may be grounds for rejection of the proposal at the sole discretion of Director. By submitting a proposal in response to this RFP, the Proposer acknowledges that it gives Director investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.

#### **K. 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 Director's sole judgment and his/her judgment shall be final.

#### **L. Disclosure of Contents of Proposals**

All proposals submitted in response to this RFP shall become the exclusive property of the County. At such time as Director formally, and in writing (whether by Health Deputy memo, Board memo, or Board letter), recommends rejection of any or all proposals, or recommends award of an agreement, or agreements, to County's Board of Supervisors all proposals shall be regarded as public record(s), with exception of those parts of each proposal defined by the Proposer as a business or trade secret and plainly marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." (Contractor shall agree that a blanket statement of Proposer's entire RFP being confidential, or the marking of each page of Proposer's RFP response as a "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," shall not be deemed as correct notice of an exception; and that a correct notice of an exception is one that specifically and logically identifies those areas of a Proposer's RFP response that are truly of a "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" in nature.) In any event, Contractor shall ensure that such business or trade secret information does not appear, or is combined, on the same page(s) as non-proprietary or non-confidential information to allow for the securing (i.e., removal of entire page) of such information from disclosure, when requested by other parties for review as a public record.

County shall not in any way be liable or responsible for the disclosure of any such information or any part thereof, if disclosure is required or permitted under the California Public Record Act or otherwise by law or order of the court.

#### **M. Term of Contract (see Section VI- Contract Term)**

The anticipated contract term for the Tobacco Control and Prevention Services Agreement is from July 1, 2010 through June 30, 2011. The Director of Public Health or his/her designee, shall have the sole option to extend the term up to an additional two (2) years through Fiscal Year 2013, contingent upon availability of funding from local, state, and federal resources and at the sole discretion of the County.

Option to extend the terms will be at the sole discretion of the Director of Public Health or his/her designee. The Director of Public Health or his/her designee may extend up to an additional one (1) year through June 30, 2014, at his/her sole discretion. The contract shall commence with approval by the Los Angeles County Board of Supervisors, but not prior to July 1, 2010.

#### **N. Compliance with Applicable Law**

Any contract which may be entered into between County and proposer, and awarded by the County's Board of Supervisors as a result of this RFP, shall be in compliance with all applicable federal, State and local laws, ordinances, regulations, rules, and directives, including federal statutes and regulations regarding lobbying activities, non-discrimination, equal opportunity, and the employment of aliens and others, as such provisions exist now or in the future.

## **O. County Contract Provisions**

All proposals submitted in response to this RFP shall especially acknowledge Proposer's advance willingness to meet the requirements of a number of standard contract provisions that will be part of any agreement awarded as a result of this RFP competitive selection process. Failure of Proposer to specifically acknowledge his/her willingness to meet the requirements of such provisions by completion of the form(s)\* provided herein, may be grounds for rejection of Proposer's proposal response, the determination of which shall be at the sole discretion of Director. The standard contract provisions a Proposer must acknowledge his/her willingness to meet the requirements of, include, but are not limited to the following:

### **(1) Consideration of GAIN/GROW Participants for Employment:**

Should contractor require additional or replacement personnel after the effective date of this agreement, 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 Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov). County will refer GAIN/GROW participants, by job category to contractor.

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

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN/ GROW participants or shall attest to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN or 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 Attachment H, along with their proposal.

### **(2) Proposer's Willingness to Consider County Employees for Employment:**

If Proposer is selected for a contract award, and should Proposer as a contractor require additional or replacement personnel after the effective date of the contract to perform the services set forth herein, Proposer 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 reemployment list during the term of Proposer's contract.

### **(3) County Lobbyist Ordinance:**

County 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 Los Angeles County Code Chapter 2.160. In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it is 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 RFP, must certify that each County lobbyist, defined by Los Angeles County Code Section 2.160.010, that is retained by the Proposer, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

(4) County's Quality Assurance Plan:

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

(5) Determination of Proposer Responsibility:

- a. A responsible Proposer is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with Proposers who are responsible contractors.
- b. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, County may determine whether the Proposer is responsible based on a review of the Proposer's performance under 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 Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- c. County may declare a Proposer not responsible for purposes of this selection process if County's Board of Supervisors, in its discretion, finds that Proposer has done any of the following: 1) committed any act or omission which negatively reflects on Proposer's quality, fitness, or capacity to perform a contract with the County, or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, 2) committed an act or offense which indicates a lack of business integrity or business honesty, or 3) made or submitted a false claim against County or any other public entity.
- d. If there is evidence that the highest ranked Proposer(s) may be found not responsible, the Director shall notify the Proposer(s) in writing of the evidence relating to the Proposer's responsibility, and of his or her intention to recommend to the Board of Supervisors that the Proposer(s) be found not responsible. Director shall provide the Proposer and/or the

Proposer's representative with an opportunity to present evidence at a hearing as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Director's recommendation. If the Proposer fails to avail itself of the opportunity to rebut Director's evidence, the Proposer may be deemed to have waived all rights of appeal.

- e. If the Proposer presents evidence in rebuttal to DPH, DPH shall evaluate the merits of such evidence, and based on that evidence make a recommendation to the Board of Supervisors. A record of the hearing shall be maintained by Director and presented to the Board along with Director's recommendations.
- f. These terms shall also apply to proposed subcontractors/subconsultants of Proposers under County contracts.

(6) Proposer Debarment:

- a. 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 the 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 County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on 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 County or any other public entity.
- b. If there is evidence that the apparent highest ranked Proposer(s) may be subject to debarment, the Department shall notify the Proposer(s) in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer(s) of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.
- c. County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a 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. Proposer and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- d. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any recommendation of the County's Contractor Hearing Board shall be presented to the Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the hearing board.
- e. 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.
- f. The County's 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 County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's 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 County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
  - g. The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's 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 County's Contractor Hearing Board.
  - h. These terms shall also apply to proposed subcontractors of Proposers on County contracts.
  - i. Attachment P provides a reference to obtain a listing of Contractors that are currently on the Debarment List for Los Angeles County.

(7) Jury Services 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, Attachment K, and the pertinent jury service provisions of Exhibit I, Sample Agreement, Additional Provisions, Paragraph 40, 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.

- a. 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.

- b. 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.
- c. 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 Attachment K, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, 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.

(8) County Policy on Doing Business with Small Business:

- a. 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.
- b. 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 Subparagraph (9) of this Section.

- c. The Jury Service provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Subparagraph (7), Jury Service Program of this Section.
- d. The County also has a Policy on Doing Business with Small Business that is stated in Attachment W.

(9) Local Small Business Enterprise Preference Program:

- a. 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 the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- b. To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at <http://oaac.co.la.ca.us/contract/sbemain.html>.
- c. 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, Attachment I, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, 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.
- d. 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>.

(10) 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 fifteen (15) calendar days after receipt of an undisputed invoice.

(11) Notification to County of Pending Acquisitions/Mergers by Proposing Company:

The Proposer shall notify the County of any pending acquisitions/mergers of their company. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

(12) Transitional Job Opportunities Preference Program:

- a. In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to Section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- b. Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- c. To request the Transitional Job Opportunities Preference, Proposer must complete Attachment Q, Transitional Job Opportunities Preference Application and submit it along with all supporting documentation with their proposal.

(13) Contractor's Obligations as a "Non-Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA):

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as may be revised in the future, as contained in Exhibit I - Contractor's Obligations as a "Non-Business Associate" under HIPAA.

(14) Proposer's Charitable Contributions Compliance (if applicable):

- a. 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. 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.

- b. 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, Attachment V. A completed Attachment V is a required part of any agreement with the County.
- c. In Attachment V, 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.
- d. Prospective County contractors that do not complete Attachment V 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)

(15) Injury and 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.

(16) 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.

(17) 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. Refer to Attachment X of this solicitation document to obtain a fact sheet regarding the Safely Surrendered Baby Law on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

(18) 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).

(19) Proposer's Exclusion from Participation in a Federally Funded Health Care Program:

The proposer is required by this RFP process to complete and sign the Federally Funded Health Care Program Affidavit (see Attachment U), certifying that neither the proposer nor any of its staff members are currently barred from participation in a federally funded health care program. If the proposer cannot execute this affidavit because it or one or more of its staff members is barred from participating in a federally funded health care program, the proposer shall submit a statement, (also labeled Attachment U), reflecting all of the details of such debarment action. The Director will then consult with County Counsel to determine whether any such debarment is grounds for proposer's elimination from this RFP process.

**P. Cost of Proposals and/or Modifications of Proposer's Operations**

County will not in any way be liable, or responsible, to a Proposer or any third party for any costs incurred in connection with: 1) the preparation or submission of any proposal, 2) the modification of any of Proposer's operations in response to this RFP, 3) the contract award process, 4) oral/visual presentation phase of the Evaluation Process, or 5) the contract negotiation process.

**Q. Gratuities**

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 a favorable treatment with respect to the award of the contract.

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 (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**R. Protest Process**

Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award. Throughout the review process, County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, County reserves the right to make an award when it is determined to be in the best interest of County to do so.

Grounds for Review: Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- (1) Review of Solicitation Requirements
- (2) Review of Disqualified Proposal
- (3) Review of Department's Proposed Contractor Selection

#### **S. Rejection/Cancellation of the RFP Process**

Director may at his sole discretion, reject any or all proposals submitted in response to this RFP at any time for any reason whatsoever. In addition, the RFP process may be canceled at any time, in whole or in part, when Director determines at his/her sole discretion that such a cancellation is in the best interest of County.

#### **T. Solicitation Requirements Review**

A person or entity may seek a Solicitation Requirements Review by submitting a written request for review to the department conducting the solicitation (Attachment T).

A Solicitation Requirements Review shall only be granted under the following circumstances:

- (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:
  - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the Proposer; or
  - due to unclear instructions, the process may result in County not receiving the best possible responses from the Proposers.

#### **U. Indemnification/Insurance**

Contractor shall be required to comply with the indemnification provisions contained in the – Exhibit I, Sample Contract, Paragraph 9. 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 Exhibit I, Sample Contract, Paragraph 9.

#### **V. Mandatory Requirement to Register on County's WebVen**

Prior to a contract award, all potential Contractors must register on the County's WebVen. The WebVen contains the Proposer's (e.g., vendors) 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](http://lacounty.info/doing_business/main_db.htm). *There are underscores in the address between the words 'doing business' and 'main db'.*

## XII. ATTACHMENTS/ REQUIRED DOCUMENTS

### **Attachments/ Required Documents (no page limit)**

Please submit the following documents with your proposal. Place these documents in the order listed below:

- ✓ Attachment A- Intent to Apply
- ✓ Attachment B- Request for Proposals Cover Page
- ✓ Attachment C- Sample Line Item Budget and Justification
- ✓ Attachment D- Scope of Work Instructions and Form
- ✓ Attachment E- Certification of No Conflict of Interest
- ✓ Attachment F- Familiarity with the County Lobbyist Ordinance
- ✓ Attachment G- IRS Notice 1015 (**Reference only**)
- ✓ Attachment H- Attestation of Willingness to Consider Gain/Grow Participants
- ✓ Attachment I- Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (**if applicable**)
- ✓ Attachment J- Proposer's Organization Questionnaire/Affidavit
- ✓ Attachment K- Contractor Employee Jury Service (**Reference only**)
- ✓ Attachment K- Jury Services Certification Form and Application for Exception
- ✓ Attachment L- Prospective Contractor References
- ✓ Attachment M- Prospective Contractor List of Contracts
- ✓ Attachment N- Prospective Contractor List of Terminated Contracts
- ✓ Attachment O- Proposer's EEO Certification
- ✓ Attachment P- Listing of Contractors Debarred in LA County (**Reference only**)
- ✓ Attachment Q- Transitional Job Opportunities Preference Application (**if applicable**)
- ✓ Attachment R- Acceptance of Terms and Conditions of Affirmation
- ✓ Attachment S- Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
- ✓ Attachment T- Transmittal Form to Request RFP Solicitation Requirements Review

- ✓ Attachment U- Federally Funded Health Care Program Affidavit
- ✓ Attachment V- Charitable Contributions Certification
- ✓ Attachment W- Policy on Doing Business with Small Business **(Reference only)**
- ✓ Attachment X- Safely Surrendered Baby Law **(Reference only)**
- ✓ Attachment Y- Certification of Non-Acceptance of Tobacco Funds
- ✓ Attachment Z- Resource Guide
- ✓ Attachment ZZ- Required Documentation Checklist

<b>XIII. REQUIREMENTS FOLLOWING CONTRACT AWARD</b>
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Proposers awarded a contract and who enter into a formal agreement with the County will be required to adhere to the following requirements:

**1. Evaluation Forms and Progress Reports to TCPP**

Contractors will be required to submit monthly: (1) completed evaluation forms with their invoices, and (2) progress reports that provide all necessary information to describe progress toward achieving Scope of Work objectives.

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**Note: TCPP will provide Contractor the required scan-readable evaluation forms. Also, TCPP may request additional information regarding progress toward objectives, as deemed necessary.**

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**2. Computer Systems Requirements, E-Mail Capability and Internet Access**

Contractor shall maintain adequate hardware, software, e-mail, and internet systems required by TCPP in order to electronically receive, process, and/or provide information to TCPP, the CDPH, and other tobacco control advocates. Contractor shall maintain, at a minimum, the following:

- Pentium IV with 1 gigabyte memory and a Microsoft Windows XP Professional Service Pack 2003 operating system;
- Adobe Reader software;
- Microsoft Word software;
- E-mail service that offers 10MB storage space; and
- Internet Access.

**3. Program/Educational Material**

Contractor shall obtain Director approval for all brochures, forms, surveys, and other material prior to final development, purchase, or distribution. (Please refer to Exhibit I, Sample Agreement, for additional information regarding program/educational materials.)

#### **4. Americans with Disabilities Act**

Contractor shall comply with the Americans with Disabilities Act in the provision of contract services. Contractor shall obtain Director approval for reimbursement of certain non-construction expenses, such as translation services and sign-language for the hearing impaired.

#### **5. Agency Information Documentation**

Contractor shall submit to TCPP all required documentation listed on Exhibit II, Agency Information Documentation.

<b>XIV. SELECTION PROCESS AND EVALUATION CRITERIA</b>
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#### **Selection Process**

An Evaluation Committee administered by the Department of Public Health (DPH) will evaluate all proposals which adhere to the requirements of this RFP format and procedure. Based on the Evaluation Committee's findings, a recommendation may be made by the Director to the County's Board of Supervisors to award contracts to a Proposer or Proposers, determined most qualified to provide tobacco control and prevention services as described therein.

In any event, the award of any resultant contract will be made by, and at the sole discretion of, the County's Board of Supervisors.

#### **Evaluation Process**

The proposal evaluation process shall consist of four (4) phases:

1. Phase One - Pass/Fail Evaluation

During Phase One, a "Pass/Fail" evaluation will be made of each Proposer's proposal to determine compliance with the general guidelines and requirements of this RFP. Failure in any one of the Pass/Fail criteria may be cause for disqualifying the entire proposal from further review, as determined at the sole discretion of the Director. The Pass/Fail criteria are set forth as follows:

- a. Proposal was received by TCPP by the date and time of final proposal submission deadline.
- b. Proposer meets the minimum requirements to participate.
- c. Proposal received was submitted and organized as required under this RFP.
- d. Proposal complied with all material requirements of this RFP.
- e. Proposer accurately completed, signed, and submitted all required documents and attachments, as requested in Section X - Submission Requirements, including all References, Supporting Documents, and Legal Entity Description/Financial Capability/Insurance documents.

2. Phase Two - Scored Evaluation

Proposals which pass Phase One will proceed to Phase Two. Phase Two shall consist of a scored evaluation by an Evaluation Committee which shall be comprised of experts in the field of health (tobacco control and prevention) and/or are experienced in working with the target populations to be served under this RFP. The evaluation will be based on rating the strengths and weaknesses of Proposer's RFP response which includes the information requested under Section X - Submission Requirements, as generally described in the areas below:

a. Program Narrative (78.5%)

Proposer's response and references substantially confirm that Proposer has the appropriate experience and has demonstrated that Proposer is capable of providing effective, high quality, and culturally sensitive tobacco control and prevention community-based intervention services.

b. Scope of Work (10%)

Proposer's response describes the population group(s) and the geographic areas to be served. Proposer's response demonstrates an significant understanding of the proposed services as it describes the outcome objectives and the activities as well as the need for such services and strategies. Proposer's Scope of Work is complete and provides a clear and ample description of the proposed services. Furthermore, Proposer's response provides its plan for appropriate service evaluation and adequately describes the staffing necessary for the implementation of the proposed services and demonstrates its plan for staff development.

c. Budget and Budget Justification (11.5%)

Proposer's proposed budget is accurate, meaningful, and appropriate for providing the proposed services. Proposer's proposed budget is significantly justified and conforms to the specifications of the RFP.

As it applies to Proposer's proposed budget above, Proposers may receive the following preferences:

**Local SBE Preference:** Proposers who requested and were granted the Local SBE Preference may be eligible to receive 6 points (five percent) added to their overall budget and budget justification score.

**Transitional Job Opportunities Preference:** Proposers who requested and were granted the Transitional Job Opportunities Preference may be eligible to receive 6 points (five percent) added to their overall budget and budget justification score.

3. Phase Three - Final Organization, Product Review, and Additional Information

T CPP will review the Evaluation Committee's recommendations to consider the overall geographic and ethnocultural distribution of services countywide. Director may, at his/her sole discretion, identify and request additional information in order to evaluate final candidates. Potential format and content might include oral presentations, procedural documentation, or site visits conducted by the Evaluation Committee or other Director-designated representatives.

4. Phase Four - Contract Negotiations

After the proposals have been evaluated and ranked by the Evaluation Committee, reviewed by TCPP, and accepted by the Director, Director's designated representatives will commence discussion with the highest ranked Proposer(s) to negotiate a contract.

In the event negotiations with the highest ranked Proposer(s) do not result in a contract for recommendation to the County's Board of Supervisors, then Director may, at his/her sole discretion, reject the proposal(s), and commence negotiations with the next highest ranked Proposer(s).

<b>XV. SUBMISSION OF PROPOSAL</b>
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**Submission of Proposal**

Director at his/her sole discretion may reject any proposal that fails to adhere to Section X- Submission Requirements, herein.

Proposers may apply to multiple funding categories, but are limited to one proposal per funding category. TCPP may fund a maximum of one contract per Proposer.

Proposals from consortia are acceptable, as long as one agency or individual is clearly identified as the Proposer and acts as the fiscal intermediary (prospective contractor on behalf of subcontracting agencies). In such cases, Proposer must describe the nature of the relationship of consortia members (i.e., partnership, subcontract, consultant, etc.), clearly identify the responsibilities of each consortia member and activities or services that member will complete, and provide all information required by this RFP for each agency.

Proposers are encouraged to use the Required Documentation Checklist (Attachment ZZ), as a reference only, to ensure all required items under this RFP are included in the proposal. However, Proposers shall assume all responsibility for any documentation requested in this RFP. County shall not be responsible for any RFP response that is not complete as a result of Proposer's use of the Required Documentation Checklist.

**In a sealed package, plainly marked in the upper left-hand corner with the name and return address of the Proposer, and marked in the lower left-hand corner REQUEST FOR PROPOSALS FOR TOBACCO CONTROL AND PREVENTION SERVICES (RFP #2010-001)", submit one (1) complete original, unstapled but secured with a binder clip, ink-signed proposal, plus six (6) single-sided complete copies each secured with a binder clip, for a total of seven (7) complete sets of the proposal to:**

County of Los Angeles - Department of Public Health  
Tobacco Control and Prevention Program  
3530 Wilshire Boulevard, 8th Floor  
Los Angeles, California 90010

Attention: Linda Aragon, MPH

**ALL PROPOSALS MUST BE RECEIVED BY THE FOLLOWING DEADLINE:**

**February 08, 2010**

**12:00 p.m. (noon, Pacific Standard Time).\***

**FAXED PROPOSALS WILL NOT BE ACCEPTED**

**\*Any proposal received by the Department of Public Health, TCPP after this deadline will not be considered for evaluation, unless the Director determines acceptance and consideration of the proposal is in the County's best interest.**

**DIRECTOR AT HIS/HER SOLE DISCRETION MAY REJECT ANY PROPOSAL THAT FAILS TO ADHERE TO THE REQUIREMENTS OF THIS RFP FORMAT AND PROCEDURE. IT IS STRONGLY RECOMMENDED THAT ALL PROPOSALS BE HAND DELIVERED BY PROPOSER'S STAFF OR BY A COURIER SERVICE.**

**XVI. RFP EXHIBITS AND ATTACHMENTS**

Contract No. \_\_\_\_\_

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

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  
the 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 chronic diseases within the jurisdiction of County;  
and

WHEREAS, County has been allocated State funds from the California  
Department of Public Health, Tobacco Control Program ("CTCP") as appropriated by  
Assembly Bill 493, California Health and Safety Code Section 349.109; and

WHEREAS, County's allocation provides for the development and

implementation of a local tobacco control and prevention program (hereafter referred to as "DPH Tobacco Control and Prevention Program ["TCPP"] ") , the objective of which is to provide maximum impact through broad population coverage and by funding resources to high-risk target groups; and

WHEREAS, on XXXX, County released a Request for Proposal ("RFP") for Tobacco Control and Prevention Services: Community-Based Interventions in Los Angeles County, a competitive selection document with the objective to identify community-based agencies that could provide tobacco control and prevention community-based intervention services in Los Angeles County; and

WHEREAS, on or about XXXXX, Contractor submitted a RFP in response to County's RFP for Tobacco Control and Prevention Services: Community-Based Interventions in Los Angeles County, which is incorporated into this Agreement by reference; and

WHEREAS, County requires Contractor to conduct tobacco control and prevention community-based interventions through the development and implementation of community-based strategies, including marketing campaigns, training, educational presentations that incorporate messages promoting health and wellness to influence positive long term behavior changes to the general population and specific target populations/ jurisdictions.

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide such tobacco control and prevention community-based interventions, described hereunder and has offered its resources to County to carry out the objectives of the Program which are funded by the State; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective July 1, 2010, and shall continue, unless sooner terminated or canceled, in full force and effect, to and including June 30, 2011. Said agreement shall thereafter have an option to extend the contract term up to two (2) years, including June 30, 2013, contingent upon the availability and approval of California Department of Public Health, California Tobacco Control Program funding and the County's progress in meeting the contractual obligations for tobacco control and prevention services with the California Tobacco Control Program.

Said agreement shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, all contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Options to extend the term will be at the sole discretion of the Director, and Director's judgment shall be final.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of

this Agreement shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

Effective July 1, 2010 through June 30, 2011, Contractor shall provide tobacco control and prevention services in the manner described in Attachment XX, Scope of Work, attached hereto and incorporated herein by reference.

Effective July 1, 2011 through June 30, 2012, Contractor shall provide tobacco control and prevention services in the manner described in Attachment XX, Scope of Work, attached hereto and incorporated herein by reference.

Effective July 1, 2012 through June 30, 2013, Contractor shall provide tobacco control and prevention services in the manner described in Attachment XX, Scope of Work, attached hereto and incorporated herein by reference.

Said agreement shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, all contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Options to extend the term will be at the sole discretion of the Director, and Director's judgment shall be final.

In addition, all services provided herein during the term of this Agreement shall be in the manner and form described herein and in the following documents, all of which are attached hereto and incorporated herein by reference.

"Exhibit XX, Description of Services", "Exhibit XX, State of California Department

of Public Health, California Tobacco Control Program Additional Provisions”, “Exhibit XX, Educational Materials Standards”, “Exhibit XX, Guidelines on Use of Incentives”, “Attachment XX, Scope of Work” and Schedule XX, attached hereto and incorporated herein by reference.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the tobacco control and prevention services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers or said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY: During the period of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000). Contractor shall use such funds only to pay for services as set forth in Schedule XX, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

During the period of July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Ninety Thousand Dollars (\$90,000). Contractor shall use such funds only to pay for services as set forth in Schedule XX, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

During the period of July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Eighty Thousand Dollars

(\$80,000). Contractor shall use such funds only to pay for services as set forth in Schedule XX, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

Said agreement shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, all contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Options to extend the term will be at the sole discretion of the Director, and Director's judgment shall be final.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in this Paragraph.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibits(s), Attachments(s), and Schedules(s) attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit (s) and Attachment (s), and also includes time spent on preparation for such activities.

C. Unit Cost Reimbursement: County agrees to compensate Contractor at rates for units of service as established by the County and as set forth in the Schedule (s), attached hereto. Contractor shall submit reimbursement claims along with evaluation forms and any other required document in duplicate on claim forms as may be furnished or required by County. Each claim shall be approved and signed by the Contractor's duly authorized designee.

D. Original invoices shall be submitted directly to the Tobacco Control and Prevention Program office ("TCPP"); 3530 Wilshire Boulevard, Suite 800; Los Angeles, California 90010; no later than 12:00 pm (noon) on the fifth working days after the end of each calendar month.

E. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

F. Submission of Outstanding/Final Invoices and Non- Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to TCPP, 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) to TCPP within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

G. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via

an Administrative Amendment, as mutually agreed to and executed by the parties therein.

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for services performed hereunder, or by any provision of this Agreement, during any of County's future fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30 of the prior County fiscal. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, county shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should 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 Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, the authorized designee shall be the Director of Public Health, his/her designee or the Director of TCPP. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement 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 Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or 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 County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of services delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may either move such funds to an Exhibit, Attachment, Schedule, and/or budget or measurable objective category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. 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 Insurance Coverage Requirements paragraph of this Agreement. 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) 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, Contracts and Grants Division

313 North Figueroa Street, 6<sup>th</sup> Floor-West

Los Angeles, California 90012-2659

Attention of: Gary Izumi, Division Chief

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 Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. 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.

E. 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.

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 Agreement, 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.

11. 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 \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, 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 \$1 million 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.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Agreement, 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 the 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 the Contractor may have against the 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 sale, 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 the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or 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.

13. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved by in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and 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 under 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 Director in the same manner as described above, before such amendment is effective.

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. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. 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 constitute a determination of the allowability of any cost under this Agreement. In no event shall approval on any subcontract by County be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. 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.

F. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. 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, or to any officers,

employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

H. Subcontract 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 Indemnification, General Provisions for All Insurance, Insurance Coverage Requirements, Compliance with Applicable Law, Conflict of Terms, and Alteration of Terms, of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

I. 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 any services are to be performed under the subcontract.

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

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives,

applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

15. TOBACCO INFORMATION SERVICES AND EDUCATION MATERIALS:

Contractor hereby agrees that all tobacco information and education materials produced and oral presentations conducted with funds provided under this Agreement shall be in accordance with the requirement of the Exhibit (s) and Attachment (s) , attached hereto. The parties hereby agree that prior to Contractor's publication or distribution of tobacco related information and education materials or conducting of oral presentations under the provisions of this Agreement, Contractor shall obtain the specific approval to perform such actions from Director.

On Director approved materials produced pursuant to this Agreement, Contractor agrees to acknowledge the fact that County contributed funds in whole or in part to

Contractor for the production of said materials and to include the statement, "THIS MATERIAL WAS MADE POSSIBLE BY FUNDS THROUGH THE PROPOSITION 99 TAX INITIATIVE FROM LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH" on said materials.

Failure of Contractor to comply with the provisions of this Paragraph, or any directions by or on behalf of County pursuant thereto, shall constitute a material breach hereof, and this Agreement may be terminated immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, are documents labeled ADDITIONAL PROVISIONS (hereafter referred to as "Additional Provisions") all of which the terms and conditions therein contained are part of this Agreement.

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

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

19. ALTERATION OF TERMS: This Agreement (including its ADDITIONAL

PROVISIONS), and any Exhibit(s) and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, 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 Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

20. CONTRACTOR'S OFFICES: Contractor's office is located at \_\_\_\_\_  
\_\_\_\_\_. Contractor's business telephone number is ( ) \_\_\_\_\_ and facsimile/FAX number is ( ) \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number and/or email address as listed herein, or any other business address, business telephone number and/or facsimile/FAX number and/or email 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 Agreement. 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  
Tobacco Control and Prevention Program  
3530 Wilshire Boulevard, Suite 800

Los Angeles, California 90010

Attention: Administrator's Name

(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) [Agency name and address]  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement 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. MPH  
Director and Health Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
Robert E. Kalunian  
Acting County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health  
By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants

**ADDITIONAL PROVISIONS**

**DEPARTMENT OF PUBLIC HEALTH**

**TOBACCO CONTROL AND PREVENTION SERVICES:**

**COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY**

**ADDITIONAL PROVISIONS**  
**TOBACCO CONTROL AND PREVENTION SERVICES:**  
**COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY**

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**ADDITIONAL PROVISIONS**  
**DEPARTMENT OF PUBLIC HEALTH**  
**TOBACCO CONTROL AND PREVENTION SERVICES:**  
**COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY**

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement 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, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding Agreements with the County.

(5) A detailed statement 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 Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, 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 Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, 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 Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and Title III of the federal Americans with Disabilities Act of 1990.

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 Public Health' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such 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.

4. 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, or condition of physical or mental handicap, 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, condition of physical or mental handicap, 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 forms 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 provisions 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, condition of physical or mental handicap, 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, condition of physical or mental handicap, 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 provisions 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 this 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 Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the 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 Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this 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 Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period

prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. STAFFING AND STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement 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 Agreement, 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 Agreement, Contractor shall, prior to filling said vacancy, notify Director. Contractor shall provide the above set forth required information to Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

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.

8. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and 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. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all

workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. ACKNOWLEDGMENT that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under his Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such ACKNOWLEDGMENT shall be substantially similar to Exhibit I, attached hereto and incorporated herein by reference.

9. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S

EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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

10. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants by job category to Contractor.

11. STAFF 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.

12. RECORDS AND AUDITS:

A. 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. 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 services claimed under this Agreement. 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 Agreement.

(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 Agreement.

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). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, 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 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, Contractor shall pay County for all travel, per diem and other costs incurred by County for any inspection and audit at such other location.

B. Preservation of Records: If following termination of this Agreement 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.

C. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor 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 Director and County's Department of Public Health - Financial Services Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

D. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed 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 file such audit report(s) with the County's Department of Public Health - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

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 papers shall be made available for review by federal, State, or County representatives upon request.

E. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall

fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

F. 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 Agreement.

13. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, independent contractors

and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all of its officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

15. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provisions of services under this Agreement 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 Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DPH management personnel 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, and agents 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 or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regards.

16. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an ACKNOWLEDGMENT that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health.

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

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's 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.

With respect to any such items which come into existence after the commencement date of the Agreement, 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 such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, 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).

17. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement 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 Agreement 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 Agreement or impose other penalties as specified in this Agreement.

18. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

19. 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.

20. CONFLICT OF INTEREST:

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

B. 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 Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

21. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its By-Laws; meet not less than required by the By-Laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

22. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, 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 Agreement, 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 DPH at any time during the term of this Agreement.

23. 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 their use during the term of this Agreement, 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 Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, 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. County, in conjunction with Contractor, 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. Within ninety (90) calendar days following the effective date of this Agreement, 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 Agreement, or upon the expiration or earlier termination of this Agreement, 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.

24. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

25. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement 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.

26. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) 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;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

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 Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement 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 Agreement 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 Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. 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.)

D. Termination For Convenience: The performance of services under this Agreement 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 Agreement 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:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) 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 Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or

other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

27. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, 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 Agreement.

28. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

29. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public

Health shall make the determination to resolicit 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.

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain 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 1088.55, and shall implement all lawfully served Wage

and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE 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 Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

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

32. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of

California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

33. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

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

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of:

(1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: 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 1015.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will generally not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

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

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

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's 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 County's Contractor Hearing Board shall be presented to the Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 the debarment was imposed, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) 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, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's 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 County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed

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

I. These terms shall also apply to subcontractors/consultants of County contractors.

38. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S 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 agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. 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 “CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM” paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

39. USE OF RECYCLED - CONTENT PAPER: Consistent with County’s Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

40. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement 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.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of

the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain 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 or Spousal

Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

42. 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](http://www.babysafela.org) for printing purposes.

43. CONTRACTOR'S ACKNOWLEDGMENT 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 Department of Children and Family Services will supply the Contractor with the poster to be used.

44. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts,

equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights:

Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for any State, County and federal Government purposes.

Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

45. RULES AND REGULATIONS: During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employees has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any Agreement between my employer \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

Print

Copy must be forwarded by CONTRACTOR to Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

AGRE 02/14/03

## EXHIBIT A

### DESCRIPTION OF SERVICES

1. DESCRIPTION: In order to reduce tobacco-related death, disease and disability in Los Angeles County. Tobacco Control & Prevention Services provides for the development and implementation of local tobacco control and prevention initiatives. To this end contractors work closely with community-based organization, coalitions, health advocates and other health providers to provide tobacco prevention, education, policy, smoking cessation, and media services throughout the County of Los Angeles. The goal of which is: 1) to decrease secondhand smoke, 2) to reduce tobacco availability, 3) to counter pro-tobacco influences and 4) to provide tobacco cessation by using comprehensive “social norm” models.
  
2. NON-ACCEPTANCE OF TOBACCO COMPANY FUNDS: The Los Angeles County Department of Public Health, Tobacco Control and Prevention Program (TCPP), requires that contractors shall comply with the following:
  - A. All TCPP Contractors: The contractor 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 with TCPP. Since subcontractors are held to the same standards as the prime contractor, they are also subject to these requirements.

Contractors are required to sign and submit the “Certification of Non-Acceptance of Tobacco Funds” form as part of the Contract negotiation process. The certifications

will be kept on file at TCPP. Violation of this TCPP policy during the term of the contract may result in termination of the contract.

- B. Universities/Colleges Only: The Principal Investigator, or any investigator associated with the contract cannot receive funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator or any investigator associated with the contract 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 with TCPP.

3. PERSONNEL:

- A. Contractor shall be responsible for the recruitment, hiring, training, annual evaluation, work schedules of project staff and purchasing of supplies. Contractor personnel providing services hereunder shall at all times be employees of Contractor and Contractor shall hire, suspend, discipline or discharge such employees. County may refuse utilization of specific employees of Contractor for any reason, and, in such event, such employee shall be immediately removed from services hereunder by Contractor and shall be immediately replaced by Contractor pursuant to the agency's internal policies.
- B. Contractor personnel providing services hereunder shall have prior training and/or experience in health policy advocacy and/or prevention interventions.
- C. Contractor shall ensure that all its personnel providing services hereunder attend and complete the TCPP "New Contractor Orientation" training course. Contractor

shall arrange through the TCPP for its personnel to attend the New Contractor Orientation training and to make available to new staff the TCPP Contractor Orientation Manual as soon as such training becomes available.

- D. Contractor shall ensure that appropriate personnel attend the TCPP 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 scheduled by TCPP.
- E. Contractors shall ensure to employ at least one (1) individual specifically assigned to work full time (40 hrs per week) under this Agreement. Approval of any exceptions to this requirement shall be obtained in writing from the Director. In any event, Contractor shall operate continuously throughout the term of this Agreement 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 TCPP during the development and negotiation on this Agreement. For the purpose of this Agreement, an individual who provides unpaid services to Contractor shall be defined as a "volunteer".
- F. Contractor personnel records shall show the percentage of time worked providing services claimed under this Agreement. Such records shall be collaborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by program and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including but not limited to the individual specifically assigned to work full time (40 hrs per week) and the person functioning as the executive director of the program if such

executive director provides services claimed under this Agreement. Furthermore, duty statements for all program personnel shall be on file.

G. 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. Furthermore, Contractor shall comply with any additional staffing requirements which may be included in the RFP, Exhibit and/or Scope of Work incorporated herein.

H. Contractor shall maintain appropriate documentation and have available for review by authorized County representative, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall within thirty (30) days, notify the Director of the said vacancy.

4. CONTRACTOR PERSONNEL AND PERFORMANCE GUIDELINES: 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 Agreement.

5. COMPUTER SYSTEMS REQUIREMENTS, E-MAIL CAPABILITY AND INTERNET ACCESS: Contractor shall maintain adequate hardware, software, e-mail, and internet systems required by TCPP in order to electronically receive, process, and/or provide information to TCPP, the CDPH, and other tobacco control advocates. Contractor shall maintain, at a minimum: a Pentium IV with 1 gigabyte memory and a Microsoft Windows

XP Professional Service Pack 2003 operating system, Adobe Reader software, Microsoft Word software, Agency –provided e-mail service that offers at least 10MB storage space and Agency-provided Internet Access. TCPP reserves the right to request Contractor computer system updates as needed.

6. SERVICES: Contractor shall provide County and participating agencies with services outlined and described below:

A. Scope of Work: In a satisfactory and proper manner as determined by County, Contractor shall perform functions and services to achieve the objectives specified in the Attachment(s), attached hereto and incorporated herein by reference.

B. Materials Development: Contractors providing tobacco control and prevention activities shall adhere to the TOBACCO INFORMATION SERVICES AND EDUCATION MATERIALS Paragraph of this Agreement. Contractor shall adhere to educational materials standards in accordance with Exhibit B, Educational Materials Standards, attached hereto and incorporated herein by reference, and the following procedures when developing materials for tobacco education where applicable.

1) Basic Principles:

a. Language used in written information materials, (e.g., decision maker kits, fact sheets, questionnaires, data reports, press releases, media advisories, media kits, PowerPoint presentations, pamphlets, brochures, etc.), audiovisual materials (e.g., DVDs, CDs, PSAs), and pictorials (e.g., posters, bus ads, billboards and similar educational materials) should use terms or descriptions necessary for the target audience to understand the messages.

- b. Such terms or descriptions should be target specific, culturally relevant, language appropriate, and the appropriate length and educational level for the intended population.

2) Materials Review:

- a. Within sixty (60) calendar days prior to the intended use date, the Contractor shall submit for assessment and written approval electronic and/or hard copies of written information materials, pictorials, and audiovisuals proposed to be used in the implementation of the Agreement. TCPP will ensure that all State requirements are met including clearance by the State Tobacco Education Clearinghouse of California to ensure non-duplication and coordination to tobacco education materials development Statewide.
- b. Translation of written information materials, pictorials, and audiovisuals into another language, including those previously approved by TCPP, shall be submitted for assessment and approval within sixty (60) calendar days prior to the intended use date.

3) Program Consultant Review: TCPP will review approved educational curricula, that have been modified, flyers, and proposed educational group session activities to be used under the project plan, guided by the basic principles in Section 2.b under Materials Development.

C. Incentive Policy Statement and Tracking Procedures: Contractors providing tobacco control and prevention activities may utilize funds for incentive programs to youth involved in tobacco control and prevention activities, provided cash is not used as an

incentive and the value of the incentive is limited to Fifty dollars (\$50) worth of merchandise per person over a twelve (12) month period. Contractor shall adhere to the guidelines on use of incentives in accordance with Exhibit C, Guidelines on Use of Incentives, attached hereto and incorporated herein by reference. Awards exceeding this amount may be provided from donations solicited from within the community. Contractor will adhere to the incentive award policy in accordance with the following guidelines:

- 1) All funds expended for incentives must be tied directly to tobacco control and prevention activities involving youth.
- 2) Contractor is responsible for maintaining a properly documented incentive tracking log for all incentive award recipients and shall document this information in accordance with Exhibit C, attached hereto and incorporated herein by reference.
- 3) The incentive tracking log shall be submitted to TCPP no later than five (5) working days after the end of each calendar month, along with an original invoice, a progress report, a calendar indicating the following month's activities, and all evaluation forms and required documentation for all activities performed.

D. Consultant and Contractual Agreements: Contractor shall adhere to the SUBCONTRACTING Paragraph of this Agreement for all subcontractors entered into for the provision of services, including contracts with consultants. The proposed subcontract instrument must include, but not be limited to, the name of the organization, period of performance, description of activities, evaluation mechanism

and an itemized budget. Subcontracts must be submitted to TCPP within thirty (30) calendar days of the effective date of subcontract.

7. MINIMUM STANDARDS: In addition to the standards set forth in the DESCRIPTION and SERVICES Paragraphs of this Agreement, Contractor's services shall meet the following minimum standards to the satisfaction of County.

A. Target Jurisdiction/s and or Population: The Contractor shall provide services to the approved target jurisdiction/s and or population and service areas as outlined in the Attachment(s), attached hereto.

B. Subject Matter/Planning: Subject matter/planning shall include, but not be limited to, the following:

1) Objectives for Contractor's services shall include evaluation methods.

a. Program evaluation shall be built into tobacco control and prevention activities and, at a minimum, should assess how well the approved target jurisdiction/s and or populations were reached.

b. Contractor shall utilize mandatory evaluation forms and their corresponding protocols as required by the County.

2) All services are to be culturally and linguistically appropriate for the target jurisdiction/s and or populations.

8. CONTRACTOR'S WARRANTIES: Contractor represents, warrants, and agrees:

A. That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered; that Contractor can carry the

cost of the program for at least 60 days at any point during the term (s); and that Contractor has the power and authority to execute this Agreement.

- B. That the subject materials shall not violate or infringe any copyright (whether literary, dramatic, musical, or otherwise), patent, trademark, trade name or contract, property or personal right, or right of privacy or other right of any person, or constitute an act of unfair competition, or a libel or slander of any person.
- C. That there are and will be no claims, liens, encumbrances or right in or to the subject materials or any part thereof which can or will impair County's rights thereunder.
- D. That Contractor has not granted or assigned, and will not grant or assign to any person or entity other than County, any right, title, or interest in or to the subject materials.
- E. That Contractor will obtain written approval from TCPP 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 Agreement. Furthermore, that Contractor will not receive any reimbursement from County for any training or conference attended for which prior written approval from TCPP was not obtained.

F. That Contractor shall complete the performance of services required under this Agreement within the terms of this Agreement.

9. REIMBURSEMENT: Subject to the provisions of the BILLING AND PAYMENT Paragraph of this Agreement, County shall compensate Contractor by provisional payments for performing services hereunder in the following manner:

A. Contractor shall submit bills (i.e., invoices) to County monthly as described in the Payment Paragraph of the body of this Agreement.

B. Contractor shall forward billings along with evaluation forms and other required documents as described in the REPORTING Paragraph of Exhibit A of this Agreement to the TCPP office.

C. Within a reasonable period of time following receipt of complete and correct monthly billings and reports, County shall make payment to Contractor in accordance with payment provisions set out in the BILLING AND PAYMENT Paragraph of this Agreement. Payment will be made on billing claims, in writing, filed with and approved by the Director, or designated personnel, provided that Contractor is not in default under any provision of this Agreement. If Contractor should perform any work which is outside the scope of this Agreement, such work shall be deemed to be gratuitous and Contractor shall have no claim against County.

D. If the event that County is required, due to an audit of Contractor's bills or otherwise, to reimburse funds for these services to the State or has its payment

reduced, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly.

10. REPORTING: Contractor shall submit to TCPP no later than 12:00 P.M. (Noon) on the fifth (5<sup>th</sup>) working day after the end of each calendar month, an original invoice, a progress report, a calendar indicating the following month's activities and all evaluation forms and required documentation for all activities performed.

**EDUCATIONAL MATERIALS STANDARDS**

1. All tobacco control and prevention educational materials to be developed by a Contractor or subcontractor shall be reviewed by the Department of Public Health (DPH) Tobacco Control and Prevention Program office (TCPP), the Department of Community Relations, the Tobacco Control Program ethnic coalition when applicable, the Tobacco Education Clearinghouse of California (TECC), and when applicable, the appropriate statewide priority population network.
2. All tobacco control and prevention educational materials must state the following:  
THIS MATERIAL WAS MADE POSSIBLE BY FUNDS FROM THE  
PROPOSITION 99 TOBACCO TAX INITIATIVE FROM THE LOS ANGELES  
COUNTY DEPARTMENT OF PUBLIC HEALTH.
3. Staff, including consultants or subcontractor, must have training and experience in educational material and media development.
4. No medium shall feature the image or voice of any elected public official or candidate for public office, or directly represent the views of any elected public official or candidate for public office.
5. Message must address themes which research has shown to be effective in discouraging tobacco use among the target population.
6. Only newly developed materials, tobacco products or materials associated with tobacco use (i.e., matches or cigarette papers), may be shown or used for the purpose of communicating an educational message.
7. Materials may model smoking or chewing behavior only for the purpose of communicating an educational message.
8. No religious symbols or scripture may be used.
9. Materials must be scientifically and technically accurate and must not contain offensive or misleading messages.
10. Materials must not personally attack, put down, or blame tobacco users, e.g., messages shall not focus on smokers or losers or loners.
11. Materials must have a planned use, and be actively used and distributed.

12. Materials must relate to target groups in terms of language, culture, and education.
13. Materials must incorporate principles of good publication design.
14. Materials must be pretested prior to their use for accuracy, appropriateness, and effectiveness.
15. Materials must be reviewed and evaluated on an ongoing basis.
16. Materials must be coordinated with statewide efforts and the efforts of other local lead agencies to avoid duplication, maximize resources, and foster the development of a better product through collaboration. The Tobacco Control and Prevention Program will work closely with the TECC to ensure this standard is achieved.
17. The plan for the development of each piece of educational material is as follows:
  - a. Utilizing database searches or other means, documentation indicating the lack of educational material for the targeted population, and the answer to the question, "Why must this material be developed?"
  - b. A description of the target population, including the age range, sex, ethnicity, language, values, economic level, geographic setting (urban or rural, educational level, and any physical limitations that might affect reading, viewing, or learning.
  - c. A stated goal and the major message to be conveyed.
  - d. A description of the medium, e.g. video, pamphlet, or poster.
  - e. A description of the settings in which the educational material will be used, e.g. schools, clinics, worksites, or street outreach.
  - f. A description of how the educational material will be distributed.
  - g. Identification of who will use the material in the delivery of the educational programs, e.g., health educator, physician, or volunteer.
  - h. A cost estimate of achieving the camera ready stage and total printing or production costs.

**GUIDELINES ON USE OF INCENTIVES  
TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT**

Incentive programs are systematic ways of motivating tobacco users to quit and to stay off of tobacco through awarding a variety of prizes. The Tobacco Control and Prevention Program recognizes many forms of incentive items including: consumer products, memberships, award of services or other non-monetary prizes.

The following guidelines will be adhered to in the awarding of incentives: A) no cash incentives will be used as rewards; B) the cash value of any one incentive must not exceed Fifty Dollars (\$50.00); C) incentives are limited to a maximum award of Fifty Dollars (\$50.00) (cash value) per person per twelve (12) month period; D) incentives are awarded only for activities directly associated with tobacco control and prevention community-based interventions; and E) incentives will be awarded on a project-by-project basis. The Tobacco Control and Prevention Program has issued the following guidelines to ensure that incentives are properly awarded:

- 1) Rules, regulations and qualifications must be clearly defined before the activity begins.
- 2) Qualified participants are required to complete a form which lists their name, date of birth, and social security or state identification number. This information will then be entered into a database for documentation and verification of ward status (i.e., has not previously received incentives totaling Fifty Dollars [\$50.00] in the last twelve [12] months).
- 3) To ensure no favoritism is given in awarding incentives, winners may not be related to the persons or person sponsoring the activity. Under unusual circumstances, a second/unbiased party may be asked to verify winners and/or judge the entire contest.
- 4) Sponsors will verify eligibility of participants prior to announcing any award. Ineligible participants will be automatically disqualified and omitted.
- 5) Award winners will be required to show proof of their identification and sign a waiver indicating their ineligibility to receive another TCPP reward/prize for 12 consecutive months from the date the first award was presented.
- 6) In cases where there are more eligible persons/award winners than available incentive/prizes, eligible persons will be given a voucher for claiming their award and guaranteed deliverance of their award within a three-week (i.e., twenty-one [21] calendar day) period. Contest sponsors will be responsible for acquiring an equivalent award and notifying the recipients of the availability of their prize.

Incentives will be used on a limited basis, primarily in conjunction with youth. Incentives will include items such as supermarket or music store gift certificates, sports/water bottles, coffee mugs, etc. Both community based organization tobacco projects and Department of Public Health Tobacco Control and Prevention Program activities will implement incentive programs.

Incentives will be used to reward youth who participate in tobacco control and prevention activities (e.g., youth purchase surveys, cigarette butt clean-ups, etc.).

#### Promotional Items

Non-competitive/ give-away items will be used to attract and/or encourage participation in tobacco control and prevention services. These items represent nominal cash value (cash value equal to or less than One Dollar [\$1.00]) and include key chains, pens, pencils, buttons, and other low cost items. The purpose of promotional items is to increase awareness and promote participation in county tobacco control and prevention services. In addition, the items will reinforce nonsmoking as a social norm by countering the innumerable amount of tobacco product promotional items widely distributed in the county (e.g., matches, lighters, key chains, baseball caps, t-shirts, etc).

#### Recognition Awards

Certificates and/or plaques will be given to acknowledge adherence to tobacco-related ordinances (e.g., not selling tobacco to minors) and acknowledge exemplary participation in promoting a smoke-free county.

**AGENCY INFORMATION DOCUMENTATION**

These documents shall be submitted to TCPP by Proposers awarded a contract, within 30 calendar days of the effective date of the contract.

1. Action plan based on the Scope of Work.
2. Articles of incorporation and agency by-laws.
3. Roster of current Board of Directors and /or Advisory Board.
4. Organizational Chart.
5. Facility/program licenses, permits, certificates, or if applicable, license exemption.
6. Hours of operation statement.
7. Written policies: non-discrimination in employment, non-discrimination in services, unlawful solicitation, conflict of interest, confidentiality.
8. Real property disclosure statement.
9. Lease/mortgage agreement.
10. Status of payroll taxes (U.S. Form 941 and California Form DE 3) and Internal Revenue Service Tax Exemption Certification (if applicable)
11. Cost allocation plan.
12. Annual cost report.
13. Certified audit report.
14. Job descriptions.
15. List of staff names and titles.
16. Resumes of agency staff to provide direct program services and program oversight.
17. History of the agency including a description of agency's other programs and activities.
18. Equipment leases.
19. Maintenance agreements.
20. Emergency and disaster plan.
21. Quality assurance plan.
22. Current funding sources.



**Attachment A**

Los Angeles County Department of Public Health  
Tobacco Control and Prevention Program

Please submit this form by 5:00 p.m., Tuesday, January 19, 2010. Failure to submit this form to TCPP will render you ineligible to apply under this RFP.

TO: Linda Aragon, MPH  
Tobacco Control and Prevention Program  
3530 Wilshire Boulevard, Suite 800  
Los Angeles, CA 90010

FAX: (213) 351-2710

This is to inform you that our organization is interested in applying for funding under **RFP #2010-001 Tobacco Control and Prevention Services: Community-Based Interventions in Los Angeles County**. We understand that this is not a commitment, but is provided to TCPP only for the purposes of identifying interest in the RFP and to adequately plan for the proposal review process.

AGENCY NAME: \_\_\_\_\_

AGENCY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Executive Director, CEO, designated Board Member**

\_\_\_\_\_  
**Date**

**REQUEST FOR PROPOSALS COVER PAGE**  
**RFP #2010-001**  
**TOBACCO CONTROL AND PREVENTION SERVICES: COMMUNITY- BASED**  
**INTERVENTIONS IN LOS ANGELES COUNTY**

Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

\_\_\_\_\_

Agency Telephone Number: (\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Name/Title) (Direct Telephone Number)

Executive Director: \_\_\_\_\_  
(Signature) (Print Name)

All columns shall be completed (Refer to Exhibit III):

FUNDING CATEGORY	CITY WHERE CAMPAIGN WILL BE IMPLEMENTED	SERVICE PLANNING AREA(s) WHERE CAMPAIGN WILL BE IMPLEMENTED	SUPERVISORIAL DISTRICT(s) WHERE CAMPAIGN WILL BE IMPLEMENTED	FUNDING REQUEST AMOUNT

# Agency Name 2010-11 Line Item Budget

Attachment C  
(SAMPLE)

CBO Code:

Contract No:

	Monthly Salary	Percent of Time	No. of Months	BUDGET
<b>A: Salaries and Employee Benefits</b>				
Project Coordinator/ Manager	\$ 4,500	15%	12	\$ 8,100
Health Policy Advocate	\$ 3,400	100%	12	\$ 40,800
Asst. Health Policy Advocate	\$ 2,300	50%	12	\$ 13,800
Employee Benefits (20%)				\$ 12,540
<b>Total Salaries and Benefits</b>				<b>\$ 75,240</b>
<b>B: Services and Supplies</b>				
Office Supplies				\$ 300
Postage				\$ 50
Communications				\$ 500
Duplication				\$ 500
Accounting & Audit Service				\$ 500
Insurance				\$ 500
Mileage				\$ 1,875
Equipment Rental / Lease				\$ 250
Media				\$ 1,000
Educational Materials				\$ 500
Incentives				\$ 299
Campaign Materials				\$ 220
Conferences/Workshops/ Trainings				\$ 2,000
<b>Total Services and Supplies</b>				<b>\$ 8,494</b>
<b>C: Facility Rent/ Lease/ Purchase</b>				<b>\$ 4,980</b>
<b>D: Indirect Costs (15% of salaries and benefits)</b>				<b>\$ 11,286</b>
<b>Total Implementation Costs</b>				<b>\$ 100,000</b>

**AGENCY NAME**  
**2010-11**  
**12 – MONTH LINE ITEM BUDGET JUSTIFICATION**

**PERSONNEL:**

Program Coordinator/Manager: Under the direction of the Executive Director, provides oversight and overall coordination of all contract requirements, implementation activities, documents and reports. Responsible for recruitment, hiring, training, supervision of all program staff, creating work schedules, and review and approval of program staff timecards. Ensures that staff receives training in the phase model from TCPP and that core phase model activities are completed. Reviews and approves required reports and documents such as the community assessment and strategic campaign plan, as well as the implementation of the campaign activities. Conducts staff meeting and monitors program progress, program expenditures and reviews and approves monthly reports, invoices, support documentation, and budget revisions. Attends mandated quarterly TCPP coalition meetings, monthly task force meetings, and other required meetings. *(Name of program coordinator/manager, \$4,500 per month X 15% X 12 months= \$8,100 per year)*

Health Policy Advocate: Under the direction of the Project Coordinator, conducts community assessment, develops a detailed campaign strategy, and conducts administrative advocacy. Develops action plan, presentation outlines and curriculums, decision-maker kits and other program-related materials, and selects appropriate educational materials. Conducts the day-to-day operations of the program and implements program activities according to the phase model action plan. Conducts data collection surveys, outreach presentations and one-on-one meetings to educate decision-makers and community groups about desired policies. Recruits and motivates coalition members and organizes coalition meetings. Prepares monthly reports, invoices, support documentation, and budget revisions. *(Name of health policy advocate, \$3,400 per month X 100% X 12 months= \$40,800 per year)*

Asst. Health Policy Advocate: Under the direction of the Health Policy Advocate, assists in gathering data for community assessment and in conducting administrative advocacy. Assists in implementation of outreach activities such as presentations, one-on-one meetings, and data collection surveys. Participates in coalition and task force meetings and prepares documentation of activities for monthly reports, invoices, and support documentation.  
*(Name of assistant health policy advocate, \$2,300 per month X 50% X 12 months= \$13,800 per year)*

Employee Benefits: This includes medical and dental benefits as well as paid vacation and sick time & all legally required benefits. Employee benefits are 20% of salaries for an annualized sum of \$12,540 *(\$8,100 + \$40,800 + \$13,800 X 12%= \$12,540 per year)*.

**Services and Supplies:**

Office Supplies: Usage of office supplies such as a copier, paper, pens, pencils, note pads, printer toner and all other consumable supplies to assist in the preparation of training materials, outlines, curriculums, etc for an annualized sum of \$300 *(\$25 per month X 12 months= \$300 per year)*.

Postage: Mailing of meeting announcements and other information for an annualized sum of \$50 *(about \$4.17 per month X 12 months= \$50 per year)*.

Communications: The average cost for telephones, facsimile, local and long distance calling for program staff and a dedicated Internet line for an annualized sum of \$500 *(about \$41.67 per month X 12 months= \$500 per year)*.

Duplication: Reproduction of meeting announcements, outreach materials, evaluation and survey forms for an annualized sum of \$500 *(about \$41.67 per month X 12 months= \$500 per year)*.

Accounting & Audit Service: A percentage of the accounting and audit services will be billed to this contract for an annualized amount of \$500.

Insurance: A percentage of general liability insurance will be billed to this contract for an annualized amount of \$500.

Mileage:	Mileage reimbursements for attending meetings, coordinating activities, and conducting outreach activities for an annualized sum of \$1,875 ( <i>\$156.25 per month X 12 months= \$1,875 per year</i> ).
Equipment Rental/Lease:	Equipment can be rented or leased but <u>not</u> purchased on this contract. The equipment that will be leased on this contract is <i>one</i> Konica Minolta, Bizhub 600, copier machine. A percentage of equipment rental/lease agreement will be billed to this contract for an annualized sum of \$250 ( <i>about \$20.83 per month X 12 months= \$250 per year</i> ).
Media:	Place advertisements in local newspapers in the weekday and/or weekend editions for an annualized sum of \$1,000 ( <i>about \$83.33 per month X 12 months= \$1,000 per year</i> ).
Educational Materials:	Decision-maker kits and other related program materials for an annualized sum of \$500 ( <i>about \$41.67 per month X 12 months= \$500 per year</i> ).
Incentives:	Funds may be utilized for incentive programs to youth involved in tobacco control and prevention activities for an annualized sum of \$299 ( <i>about \$24.92 per month X 12 months= \$299 per year</i> ). Refer to Exhibit C for guidelines on use of incentives.
Campaign Material:	Funds may be utilized for purchase of campaign/promotional items with anti-tobacco messages for an annualized sum of \$220 ( <i>about \$18.33 per month X 12 months= \$220 per year</i> ).
Conferences/Workshops/ Trainings:	Staff training and conferences and related expenses for an annualized sum of \$2,000 ( <i>about \$166.67 per month X 12 months= \$2,000 per year</i> ).
<b><u>Facility Rent/ Lease/ Purchase:</u></b>	The program is estimated to occupy 250 square feet of office space for an annualized sum of \$4,980 (250 sq ft x \$1.66 = \$415 x 12 months = \$4,980).
<b><u>Indirect Costs:</u></b>	Indirect cost is 15% of total salaries and employee benefits for an annualized sum of \$11,286 ( <i>\$8,100 + \$40,800 + \$13,800 + \$12,540 X 15%= \$11,286</i> ). Note that indirect costs include administrative overhead such as the Executive Director, Personnel Director, etc.

<b>SCOPE OF WORK INSTRUCTIONS and FORM</b>
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For the purpose of this RFP, a 12 month time frame shall be used to complete the **Scope of Work** based on the Phase Model. Use the Scope of Work Instructions and Form to specify the activities that will be conducted, a time line for those activities based on the Phase Model, and supporting documentation for each of the five phases. The scope of work should contain sufficient detail (e.g., number of meetings, interviews, and surveys) to enable the evaluation committee and TCPP to understand the proposed policy campaign.

### Funding Category

Choose one of the three funding categories: Category 1 - Tobacco Retail Licensing, Category 2 - Smoke-Free Outdoor Areas, or Category 3 - Smoke-Free Multi-Unit Housing.

### Campaign Jurisdiction

Name the jurisdiction where the proposed policy campaign will be conducted.

### Activities

List what specific activities are necessary to complete each phase. Examples of activities include: conducting public opinion surveys (Phase I), developing a preliminary strategy using the Midwest Academy Strategy Chart (Phase II), conducting presentations to recruit coalition members (Phase III), providing testimony at public hearings (Phase IV), and assessing whether signs are posted following implementation of an smoke-free outdoor areas policy (Phase V). Activities should also address other considerations such as hiring staff and obtaining office space.

There is no limit to the number of activities that can be specified for each phase (make additional copies of the form as needed). Activities should be consecutively numbered within each phase to reflect the proposed chronological order in which they will be conducted (e.g., 1.1, 1.2, 1.3 for Phase I activities).

### Timeline

For each activity, specify a beginning and ending date using this format: mm/dd/yyyy - mm/dd/yyyy.

### Documentation

Documentation provides evidence that an activity was conducted and must be provided for each activity specified in the Scope of Work. Examples of documentation include: completed public opinion surveys (Phase I), a completed preliminary strategy chart (Phase II), a copy of presentation materials (Phase III), a copy of talking points used for a public hearing (Phase IV),

a completed observational survey assessing no-smoking signage at parks (Phase V). Other examples of documentation include a staffing contract and an office lease agreement.

**COUNTY OF LOS ANGELES- DEPARTMENT OF PUBLIC HEALTH  
TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK FORM**

AGENCY NAME: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_

FUNDING CATEGORY : \_\_\_\_\_

CAMPAIGN JURISDICTION: \_\_\_\_\_

PROGRAM PHASE	ACTIVITIES	TIME LINE	DOCUMENTATION
1. <b>Community Assessment</b>	1.1 1.2 1.3		
2. <b>Policy Campaign Strategy</b>	2.1 2.2 2.3		
3. <b>Coalition Building/Broadening</b>	3.1 3.2 3.3		
4. <b>Policy Campaign Implementation</b>	4.1 4.2 4.3		
5. <b>Policy Implementation and Enforcement</b>	5.1 5.2 5.3		

**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

**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: \_\_\_\_\_



## Notice 1015

(Rev. December 2007)

### 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 2007 are less than \$39,783 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, 2008.

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 the IRS website at [www.irs.gov](http://www.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 the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 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 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

**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: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax#: \_\_\_\_\_

**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:** \_\_\_\_\_

**COUNTY VENDOR NUMBER:** \_\_\_\_\_

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

**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.

<b>Business Structure:</b> <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) _____						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> 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

V. **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

**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.

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.

\_\_\_\_\_  
\_\_\_\_\_

Proposer acknowledges and certifies that the agency meets and will comply with all of the Minimum Requirements to Participate listed in Section VII- Minimum Requirements to Participate, of this Request for Proposal.

Check the appropriate box:

**Yes**  **No** The agency had at least one (1) year experience in health policy advocacy or prevention interventions prior to the proposal submission deadline.

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

**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

## Title 2 ADMINISTRATION

### Chapter 2.203.010 through 2.203.090

#### CONTRACTOR EMPLOYEE JURY SERVICE

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.
- 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.

**Title 2 ADMINISTRATION**

**Chapter 2.203.010 through 2.203.090**

**CONTRACTOR EMPLOYEE JURY SERVICE**

- 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,
5. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**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)

## Title 2 ADMINISTRATION

## Chapter 2.203.010 through 2.203.090

**CONTRACTOR EMPLOYEE JURY SERVICE**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:

## PROSPECTIVE CONTRACTOR REFERENCES

Attachment L

**Contractor's Name:** \_\_\_\_\_

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.		Reason for Termination:		

**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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
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)

**Attachment P**

**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](http://lacounty.info/doing_business/DebarmentList.htm)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME:		
Company Address:		
CITY:	STATE:	ZIP CODE:

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

<b>SIGNATURE OF REVIEWER</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>	<b>DATE</b>

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Bidder/Contractor, \_\_\_\_\_ hereby affirms that  
(Bidder's/contractor's Legal Entity Name)

It understands and agrees that a submission of a bid response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for Tobacco Control and Prevention Services: Community-Based Interventions, dated 01/04/2010, constitutes acknowledgment and acceptance of, and a wiliness to comply with all the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

\_\_\_\_\_  
Signature of Authorized Representative  
Of Bidding/Contracting Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

- A. 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.
- B. 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.

- C. 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".

\_\_\_\_\_

- D. 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

**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.)*

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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: \_\_\_\_\_

**FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT**  
(No Exclusionary Action)\*

Proposer hereby certifies that neither Proposer,

\_\_\_\_\_  
(name as shown on proposal)

nor any of its staff members are currently barred from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

\_\_\_\_\_  
Signature of Authorized Representative  
of Proposing Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

- If Proposer cannot execute this form because it or one (1) or more of its staff members is barred from participation in a Federally funded health care program, Proposer shall submit a signed and dated statement, also labeled Attachment "U" reflecting all of the details of such debarment action.

## 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)

**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.

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.

## **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

## NON-ACCEPTANCE OF TOBACCO COMPANY FUNDS

In order to receive funds from the Los Angeles County Department of Public Health, Tobacco Control and Prevention Program (TCPP), contractors must comply with the following:

### Universities/Colleges Only

The Principal Investigator, or any investigator associated with the contract cannot receive funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator or any investigator associated with the contract 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 with TCPP. See attached partial list of tobacco company subsidiaries.

### All Other TCPP Contractors

The contractor 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 with CDPH/CTCP. See attached partial list of tobacco company subsidiaries. Since subcontractors are held to the same standards as the prime contractor, they are also subject to these requirements.

Contractors are required to sign and submit the "Certification of Non-Acceptance of Tobacco Funds" form as part of the Request for Application process. The certifications are on file at TCPP. See attached sample of the certification form. Violation of this TCPP policy during the term of the contract may result in termination of the contract.

**CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS**

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**Company/Organization Name:**

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**Please check one of the following:**

The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with the Los Angeles County Department of Public Health, Tobacco Control and Prevention Program.

University/Colleges Only

The Principal Investigator, or any investigator associated with the contract, of the university or college named above hereby certifies that he/she has not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the grant period. In addition, the Principal Investigator, or any investigator associated with the contract, of the university or college named above hereby certifies that he/she will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with the Los Angeles County Department of Public Health, Tobacco Control and Prevention Program.

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**CERTIFICATION**

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I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient 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.

Director of Agency or Principal Investigator:

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Signature

Date

Print Name and Title

<b>RESOURCE GUIDE</b>
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**The Center for Tobacco Policy & Organizing** is designed to assist local Prop 99-funded projects in meeting policy objectives using proven community organizing strategies, and serves as a statewide and local tobacco policy resource. The Center is a project of the American Lung Association in California and is funded by the California Tobacco Control Program.  
<http://www.center4tobaccopolicy.org/>

**The Midwest Academy** is a well recognized school for community organizing for social change. The Academy's Strategy Chart is the basis for the policy campaign strategy phase in this RFP's phase model. To view the Strategy Chart, please go to: <http://www.center4tobaccopolicy.org/>

**California's Clean Air Project (CCAP)**, a project of ETR Associates, provides secondhand smoke (SHS) specific technical assistance, training, and educational materials statewide.  
<http://www.ccap.etr.org/>

**The Technical Assistance Legal Center (TALC)** is a clearinghouse on tobacco policy issues in California. TALC attorneys provide high-quality legal technical assistance free of charge for the tobacco policy needs of advocates, health professionals, government attorneys, and elected officials in the state. TALC's website provides extensive resources and materials on tobacco control issues. <http://www.phlpnet.org/tobacco-control>

**The Los Angeles County Tobacco Control and Prevention Program (TCPP)** aims to reduce tobacco-related death, disease, and disability through working with community-based organizations, voluntary agencies, and other health advocates. The TCPP website provides extensive information regarding tobacco control policy, research, and links to resources such as the Centers for Disease Control and Prevention. <http://publichealth.lacounty.gov/tob>

**The California Tobacco Control Program**, created by the California Department of Public Health, works toward achieving a tobacco-free California, and to reduce illness and premature death attributable to tobacco by implementing programs to reduce tobacco use and exposure to secondhand tobacco smoke. <http://www.cdph.ca.gov/programs/tobacco>

**The Los Angeles County Health Survey** is a population-based telephone survey concerning the health of Los Angeles County residents. Conducted by the Los Angeles County Department of Public Health, Health Assessment Unit, the data are used for assessing health-related needs of the population, for program planning and policy development, and for program evaluation.  
<http://publichealth.lacounty.gov/ha/hasurveyintro.htm>

**The County and Statewide Archive of Tobacco Statistics (C-STATS)**, created by the California Department of Public Health, provides access to a wide variety of information, including evaluation resources for local projects, publications, and local information on a broad range of tobacco-related indicators, from behavioral measures to local policies.  
<http://www.cstats.info/>

**The California Health Interview Survey (CHIS)** is the nation's largest state health survey based in Los Angeles, CA at the UCLA Center for Health Policy Research. Conducted every two years on a wide range of health topics, CHIS data gives a detailed picture of the health and health care needs of California's large and diverse population. <http://www.chis.ucla.edu/>

**Attachment ZZ**

<b>REQUIRED DOCUMENTATION CHECKLIST</b>	
This form is provided as a reference only. Proposers shall assume responsibility for all documentation requested in this RFP.	
<b>DOCUMENTATION/REQUIREMENT</b>	<b>CHECK (✓)</b>
Front Exterior Cover (see Proposal Format Requirements, #6, page 21)	
Agency Cover Letter Signed in Blue Ink (1 page)	
Request for Proposals Cover Page (1 page)	
Table of Contents	
Attachment J: Proposer’s Organization Questionnaire/Affidavit	
Program Narrative (15 pages maximum, excluding Scope of Work, Budget and Budget Justification)	
Executive Summary (1 page)	
Section 1: Organizational Information (2 pages)	
Section 2: Proposed Program (12 pages)	
Section 3: Scope of Work (no page limit)	
Section 4: Budget and Budget Justification (no page limit)	
Legal Entity Description/Financial Capability/Insurance	
Legal Entity Description	
Financial Capability	
Insurance	
Attachment/Required Documents	
<b>Attachment A:</b> Intent to Apply	
<b>Attachment B:</b> Request for Proposals Cover Page	
<b>Attachment C:</b> Sample Line Item Budget and Justification	
<b>Attachment D:</b> Scope of Work Instruction and Form	
<b>Attachment E:</b> Certification of No Conflict of Interest	
<b>Attachment F:</b> Familiarity with the County Lobbyist Ordinance.	
<b>Attachment G:</b> IRS Notice 1015 ( <b>Reference only</b> )	
<b>Attachment H:</b> Attestation of Willingness to Consider Gain/Grow Participants	

<b>Attachment I:</b> Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form <b>(if applicable)</b>	
<b>Attachment J:</b> Proposer's Organization Questionnaire/Affidavit	
<b>Attachment K:</b> Contractor Employee Jury Service <b>(Reference only)</b>	
<b>Attachment K:</b> Jury Services Certification Form and Application for Exception	
<b>Attachment L:</b> Prospective Contractor References	
<b>Attachment M:</b> Prospective Contractor List of Contracts	
<b>Attachment N:</b> Prospective Contractor List of Terminated Contracts	
<b>Attachment O:</b> Proposer's EEO Certification	
<b>Attachment P:</b> Listing of Contractors Debarred in LA County <b>(Reference only)</b>	
<b>Attachment Q:</b> Transitional Job Opportunities Preference Application <b>(if applicable)</b>	
<b>Attachment R:</b> Acceptance of Terms and Conditions of Affirmation	
<b>Attachment S:</b> Certification of Independent Price Determination & Acknowledgement of RFP Restrictions	
<b>Attachment T:</b> Transmittal Form to Request RFP Solicitation Requirements Review	
<b>Attachment U:</b> Federally Funded Health Care Program Affidavit	
<b>Attachment V:</b> Charitable Contributions Certification	
<b>Attachment W:</b> Policy on Doing Business with Small Business <b>(Reference only)</b>	
<b>Attachment X:</b> Safely Surrendered Baby Law <b>(Reference only)</b>	
<b>Attachment Y:</b> Certification of Non-Acceptance of Tobacco Funds	
<b>Attachment Z:</b> Resource Guide	
<b>Attachment ZZ:</b> Required Documentation Checklist	