



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS

FOR

COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY

RFP #2018-004

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

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APPENDICES:

- A Sample Contract:** Identifies the terms and conditions in the Contract.
- B Statement of Work**

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- C Sample Scopes of Work**
- D Budget and Budget Justification Instructions:** Provides informational guidelines to assist in the preparation of the budget forms that must be completed and included in the proposal.
- E Required Forms:** Forms that must be completed and included in the proposal.
- F Request for Proposals Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- G County of Los Angeles Policy on Doing Business With Small Business:** County Policy
- H Contractor Employee Jury Service:** County Code
- I Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- J IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- K Safely Surrendered Baby Law:** County Program
- L Living Wage Ordinance:** (Intentionally Omitted)
- M Determinations of Contractor Non-Responsibility and Contractor Debarment:** County Code
- N Guidelines for Assessment of Proposer Labor Law/Payroll Violations:** (Intentionally Omitted)
- O Background and Resources: California Charities Regulation:** An information sheet intended to assist Non-profit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- P Defaulted Property Tax Reduction Program:** County Code
- Q Eligible Jurisdictions:** A city in Los Angeles County that: 1) has not adopted a tobacco retail license ordinance, a smoke-free multi-unit housing ordinance, or a smoke-free outdoor area ordinance; or 2) has a tobacco retail license ordinance that needs to be strengthened.

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- R Certification of Non-Acceptance of Tobacco Funds:** Required form to demonstrate Proposer certifies it does not receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company; OR for University/Colleges ONLY, the Principal Investigator, or any investigator of the university or college 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 from release date of this Request for Proposal.
- S Intent to Apply Form:** Form for proposer to identify the selected Funding Category.

1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles (County) Department of Public Health (DPH) is issuing this Request for Proposals (RFP) to solicit proposals from qualified agencies (Proposers) to implement a Policy Adoption Model (PAM)-based campaign. The implementation of a PAM-based policy campaign will employ evidence based strategies in select jurisdictions in the County in the following four (4) funding categories:

- 1) Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses;
- 2) Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail Licenses;
- 3) Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing; and
- 4) Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas.

Interested and qualified organizations may submit **only** one (1) complete proposal under this RFP. The proposal must identify only one (1) Funding Category. Section 1.3 of this RFP provides a description of each of these funding categories.

Proposals for each Funding Category will be evaluated separately.

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

1.2 Background

Los Angeles County (LAC) is the largest county in the United States, with an estimated population of 10.1 million in 2015. LAC covers over 4,000 square miles and has 88 incorporated cities within its boundaries. While covering only 3% of California's land mass, LAC is home to over 27% of its population. In addition, LAC is one of the most diverse counties in the nation. It is estimated that 48.4% of the population is Latino, 26.6% White (not of Hispanic/Latino origin), 15.4% Asian/Pacific Islander, 9.1% African American, and 1.5% Native American (US Census, 2010). LAC's geography is equally diverse, comprised of eight Service Planning Areas, each with its own unique health outcomes and public health challenges.

Tobacco use is the leading preventable cause of disease and disability in the United States (U.S.), resulting in over 440,000 deaths each year. It is a risk factor for four of the five leading causes of death: cardiovascular disease, stroke, lung cancer, and emphysema/chronic obstructive coronary disease.

In LAC, tobacco use is directly linked to the top five causes of death: 14.6% of coronary heart disease (CHD), 9.3% of stroke, 77.0% of respiratory (lung/tracheal/bronchial) cancer, 14.7% of pneumonia, and 85.2% of emphysema deaths. One out of every seven deaths (8,500 deaths per year) in LAC stem from these tobacco-related diseases. It is estimated that tobacco-related illnesses cost the County \$4.3 billion dollars per year, of which about half are due to direct healthcare expenditures.

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 CHD, and 430 deaths from Sudden Infant Death Syndrome. 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. 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. The United States Environmental Protection Agency (EPA) estimates that SHS causes more than 300,000 cases of asthma, bronchitis, middle ear infections, and pneumonia in children each year in the U.S.

SHS contains 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. SHS consists of a complex mixture of over 4,000 compounds. The U.S. Surgeon General has concluded that there is no risk-free level of exposure to SHS and in January 2006, the California Air Resources Board identified SHS as a toxic air contaminant.

Estimates from the 2007 Los Angeles County Health Survey (LACHS), indicate that subgroups are disproportionately exposed to SHS. The prevalence of non-smokers exposed to SHS was higher among Latinos (14.0%) and African Americans (10.8%) than among whites (6.1%) and Asian/Pacific Islanders (5.7%) (LACHS, 2007). Latinos accounted for 66.2% of all adult household SHS exposures and 72.0% of all child household SHS exposures in LAC due to their large population size (LACHS, 2007). The prevalence of SHS exposure in children was highest among African American households (18.2%), followed by Latino (14.3%), white (9.3%), and Asian/Pacific Islander (8.1%) (LACHS,

2007). For those living in multi-unit housing, the prevalence of SHS exposure was higher among African Americans (14.6%) and Latinos (12.6%) than among Asian/Pacific Islanders (6.5%) and whites (1.3%) (LACHS, 2007).

Recommendations from national experts, including the U.S. Surgeon General, point to the importance of reducing exposure to SHS as a leading strategy to reduce tobacco-related disease and death. Reducing exposure to 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.

Exposure to SHS in outdoor areas and in multi-unit housing are significant public health problems in LAC. Twenty-Four percent (24%) of LAC adults are exposed to SHS between one (1) to six (6) days per week and 14% are exposed daily (LACHS, 2015). 33% of LAC adults living in multi-unit housing are exposed to secondhand smoke one (1) to six (6) days per week (LACHS, 2015). While adults generally have some control over exposure to SHS, children rarely do. Approximately 15% of households with children (0 – 17 years old) in LAC were regularly exposed (one or more days in the past week) to tobacco smoke in the home (LACHS, 2015).

Exposure to Secondhand Smoke in Multi-Unit Housing

Although California has made great progress in eliminating SHS in the workplace, for the many Californians who live in multi-unit housing (e.g., market-rate housing and condominiums), breathing SHS drifting from neighboring units, balconies, and outdoor areas is an ongoing and real health problem.

SHS can seep under doorways and through wall cracks. The U.S. Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from SHS exposure; separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely eliminate SHS exposure.

Smoke-free multi-unit housing policies can protect residents from exposure to SHS, including aerosol produced by electronic smoking devices, by prohibiting smoking in new and existing units in multi-unit housing.

According to The Center for Tobacco Policy and Organizing (The Center), 51 jurisdictions in California have adopted laws that prohibit smoking in multi-unit housing, including the LAC jurisdictions of El Monte, Manhattan Beach, Culver City, Glendale, Santa Monica, Huntington Park, Baldwin Park, Compton, Pasadena, South Pasadena, and Calabasas.

Exposure to Secondhand Smoke in Outdoor Areas

In the 23 years since California's Smoke-Free Workplace Law 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 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 products. 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 SHS and discarded cigarette butts. Smoke-free outdoor areas policies can protect the public from exposure to SHS smoke, including aerosol produced by electronic smoking devices, by prohibiting smoking in these public outdoor areas.

According to The Center, in California 356 jurisdictions have adopted laws that restrict smoking in outdoor recreation areas (e.g., parks, beaches, trails), these include 67 LAC jurisdictions such as unincorporated areas of LAC and the cities of Beverly Hills, Culver City, Gardena, Inglewood, Rosemead, and Santa Monica. Also, according to The Center, 146 California jurisdictions have adopted laws that restrict smoking in outdoor dining areas, these include 25 LAC jurisdictions such as Baldwin Park, Hermosa Beach, San Fernando, and Temple City.

Youth Access to Tobacco Products

According to the U.S. Surgeon General, cigarette smoking almost always begins in adolescence, with 80% of adult smokers having started before the age of 18. Youth smoking is associated with a 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 begin smoking each day will die prematurely due to smoking.

Prevalence data from the Centers for Disease Control and Prevention (CDC) Youth Risk Behavior Surveillance (YRBS) conducted among students in the Los Angeles Unified School District showed a 74.7% decrease in youth smoking prevalence, from 26.5% in 1997 to 6.7% in 2013 (CDC YRBS, 2013). According to the California Department of Public Health, California Tobacco Control Program (CDPH/CTCP), the smoking prevalence for youth in grades 9 through 12 in the state decreased from 21.6% in year 2000 to 10.5% in year 2012 (CTCP, 2015).

In spite of the decreasing smoking prevalence, the CDPH/CTCP estimates that 73,000 kids per year, or 200 children per day, become addicted to tobacco in California. The earlier youth start to use tobacco, the more likely they are to become addicted to nicotine (Surgeon General, 2012). In addition, with the emergence in recent years of flavored tobacco products that appeal to youth such as cigarillos, little cigars, and electronic cigarettes, interventions to prevent youth smoking initiation are needed more than ever.

Regulating access to cigarettes has considerable potential for postponing or preventing smoking initiation among youth. Reducing youth access requires a multipronged approach. For example, research has demonstrated that some strategies involving educational campaigns to reduce youth access to tobacco have proven to be ineffective alone. In addition, research has demonstrated that educating store owners and clerks about illegal tobacco sales does not reduce tobacco sales to minors. Similarly, tobacco industry-sponsored merchant education programs, such as "We Card," are ineffective.

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.

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 imposing a fine.

California has passed several laws that have reduced youth access to tobacco through regulations on retail sales. Given limited state resources to conduct enforcement activities, it is not a surprise that retailers continue to illegally sell tobacco to youth. For example, in LAC, community-based organizations working with DPH conducted Youth Purchase Surveys (YPS) to assess the rate of retailers' willing to sell cigarettes to minors. These surveys were conducted using a comprehensive "attempted buy" protocol developed by DPH where youth between the ages of 15 to 17 go into stores and attempt to buy tobacco products. YPSs were conducted in 22 cities in LAC between the years 2008 and 2013, and the rate of retailers that were willing to sell tobacco to minors ranged from a low of 8.0% in the City of Hawaiian Gardens to a high of 48.0% in the City of La Puente.

In response to local problems with tobacco sales to youth, over 133 jurisdictions in California have established strong local tobacco retail license (TRL) policies (Matrix of Strong Local Tobacco Retail Licensing Ordinances, The Center for Tobacco Policy and Organizing, 2017). In LAC, 44 cities have TRL policies.

A strong TRL includes four core components: 1) a requirement that all retailers that sell tobacco obtain a license and renew it annually, 2) a fee set high enough to sufficiently fund an effective program including administration of the program and enforcement efforts, 3) coordination of tobacco regulations so that a violation of any existing local, state, or federal tobacco regulation violates the license, and 4) financial deterrents through fines and penalties, including the suspension and revocation of the license.

Strong TRL ordinances, like those implemented in LAC, have proven to be effective in reducing youth access to tobacco products. For example, illegal tobacco sales to minors dropped from 20% to 0% in Pasadena and from 26.7% to 4.0% in Burbank after TRL programs were implemented in those cities.

As noted above, 44 cities have adopted TRL policies in LAC. These jurisdictions can strengthen their current policies by including key provisions that further reduce youth access to tobacco products. These key provisions include, among others: 1) restricting the sale of flavored tobacco products including menthol; 2) prohibiting the sale of tobacco products in pharmacies; 3) establishing minimum prices for certain tobacco products (e.g., cigarettes, cigars, little cigars, and cigarillos); 4) establishing minimum packaging size for little cigars and cigarillos; 5) establishing tobacco retailer location restrictions;

and 6) updating tobacco product definitions to include new and emergent tobacco products.

Proposition 99 and Proposition 56

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

In November 2016, California voters approved the California Healthcare, Research and Prevention Tobacco Tax Act (Proposition 56), a ballot initiative to raise the tax on tobacco products as a way to prevent youth from smoking and fight the impact of tobacco on our state's residents. Proposition 56 increased the state's tobacco tax by \$2 per pack and an equivalent amount on e-cigarettes and other tobacco products.

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

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

Since Proposition 99 inception in 1989, the County has gained much valuable experience in the field of tobacco control and continues to evolve in order to address the complexities and challenges of implementing a successful tobacco control program. Following the lead of the state tobacco control program, DPH transitioned from a health education approach focusing on individual-level behavior change to a policy based approach targeting community-level social norms.

1.3 Comprehensive Tobacco Control Services Funding Categories

Comprehensive Tobacco Control Services in LAC solicited under this RFP are for the following four (4) funding categories:

Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses

Proposers must implement a PAM-based (See Section 1.4 below) policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible County jurisdiction (See Appendix Q-1, Cities In Los Angeles County That **Have Not** Adopted A Tobacco Retail License Ordinance) to accomplish the goal of reducing youth access to tobacco products throughout jurisdictions in the County by passing and implementing a new comprehensive TRL ordinance. The TRL policy must include the following eight (8) primary policy provisions:

1. A requirement that all retailers who sell tobacco products obtain a license and renew it annually;
2. An annual licensing fee that fully covers all program costs, including administration and enforcement;
3. A clearly stated enforcement plan that includes compliance checks (e.g., 3 times per 12 months);
4. Coordination of tobacco regulations so that a violation of any existing local, state or federal tobacco regulation is a violation of the license;
5. Clearly stated penalties, including suspension and revocation of the license;
6. A requirement that each violation of the license results in a suspension of the privilege to sell tobacco products for an escalating period of time (e.g., 1st violation is 30 days, 2nd violation is 60 days, 3rd violation is 90 days, etc.);
7. A minimum period of five (5) years that past violations will be tracked (the “look-back” period) for purposes of applying graduated penalties for additional violations; and
8. A definition of “Tobacco Product” that includes (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption; (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device; and (3) any component, part, or accessory intended or reasonably expected to be

used with a Tobacco Product, whether or not sold separately. "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

In addition, the new TRL policy shall contain at least three (3) of the following seven (7) secondary policy provisions:

1. A restriction on the sale of menthol tobacco products and other flavored tobacco products, such as e-cigarettes, little cigars, cigarillos, hookah tobacco and wrappers. Flavor restrictions can include 1) complete prohibitions, or 2) limiting such sales to adult-only tobacco stores;
2. A requirement that no license may be issued to businesses that contain a pharmacy;
3. Establish minimum prices for certain tobacco products (e.g. cigarettes, cigars, little cigars, and cigarillos);
4. A requirement that little cigars and cigarillos must be sold in packages of a certain size (e.g., 10 or 20);
5. A requirement that no license may be issued to businesses that are within a specified distance of schools and other youth-populated areas;
6. Limit the total number of available tobacco retail licenses (e.g., set the maximum number of retailers based on population size); and
7. Restrict all tobacco product sales to adult-only stores.

Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail Licenses

Proposers must implement a (PAM)-based (See Section 1.4 below) policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible County jurisdiction (See Appendix Q-2, Cities In Los Angeles County That **Have** Adopted A Tobacco Retail License Ordinance) to accomplish the goal of reducing youth access to tobacco products throughout jurisdictions in the County by strengthening a TRL ordinance. The TRL Strengthening policy must include the following eight (8) primary policy provisions:

1. A restriction on the sale of menthol tobacco products and other flavored tobacco products, such as e-cigarettes, little cigars, cigarillos, hookah tobacco and wrappers. Flavor restrictions can include 1) complete prohibitions, or 2) limiting such sales to adult-only tobacco stores;
2. A requirement that no license may be issued to businesses that contain a pharmacy;
3. Establish minimum prices for certain tobacco products (e.g. cigarettes, cigars, little cigars, and cigarillos);
4. A requirement that little cigars and cigarillos must be sold in packages of a certain size (e.g., 10 or 20);
5. A requirement that no license may be issued to businesses that are within a specified distance of schools and other youth-populated areas (including colleges and universities);
6. A definition of "Tobacco Product" that includes 1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption; 2) any electronic device that delivers nicotine or other substances to the person inhaling from the device; and 3) any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act;
7. An annual licensing fee that fully covers all program costs, including administration and enforcement; and
8. A clearly stated enforcement plan that includes compliance checks (e.g., 3 times per 12 months).

In addition, the TRL Strengthening policy shall contain at least two (2) of the following five (5) secondary policy provisions:

1. Restrict all tobacco product sales to adult-only stores;
2. Prohibit the redemption of tobacco discounts or coupons;
3. A requirement that no new license may be issued to authorize tobacco retailing by businesses within a specified distance of an existing tobacco retailer;

4. Limit the total number of available tobacco retail licenses (e.g., set the maximum number of retailers based on population size); and
5. Compliance with state and local storefront signage and drug paraphernalia sales laws required to maintain a tobacco retail license.

Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing

Proposers must implement a PAM-based policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible LAC jurisdiction to accomplish the goal of reducing exposure to SHS in multi-unit housing (MUH) throughout eligible County jurisdictions (See Appendix Q-3, Cities In Los Angeles County That **Have Not** Adopted A Tobacco Retail License Ordinance) by passing and implementing a comprehensive smoke-free MUH ordinance. The comprehensive MUH policy must include the following twelve (12) primary policy provisions:

1. Includes market-rate apartments and condominiums;
2. Prohibits smoking in 100% of individual units, including balconies and patios;
3. Prohibits smoking in existing units (i.e., units constructed before the ordinance is passed);
4. Prohibits smoking in indoor common areas (e.g., hallways, laundry rooms, etc.);
5. Prohibits smoking in outdoor common areas (e.g., pool areas, patios, play areas, etc.);
6. Prohibits designated smoking areas or, alternatively, requires that any designated smoking area be located in a manner that protects nonsmoking residents and neighbors (e.g. requiring the designated smoking area be (1) located in an unenclosed area; (2) at least 25 feet from unenclosed areas primarily used by children and unenclosed areas with improvements that facilitate physical activity such as playgrounds, tennis courts, swimming pools, and school campuses; and (3) located so that smoke does not drift into an enclosed nonsmoking area);
7. A clearly stated enforcement plan with public education that includes information about available cessation resources;

8. A definition of “smoking” that means inhaling, exhaling, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation;
9. Includes a phase-in plan for the MUH policy over a designated period of time (e.g., 3 years), but does not allow for “grandfathering” (i.e. smoking must be prohibited in all units and for all individuals after the phase-in period ends);
10. Includes private citizen and local government enforcement;
11. Prohibits smoking in new units (i.e., units constructed after the ordinance is passed); and
12. Declares secondhand smoke a nuisance.

Note: Funding Category 3 does not include secondary policy provisions.

Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas

Proposers must implement a PAM-based policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible County jurisdiction (See Appendix Q-4, Cities In Los Angeles County That **Have Not** Adopted An Outdoor Area Ordinance) to accomplish the goal of reducing exposure to SHS in outdoor areas throughout jurisdictions in the LAC by passing and implementing a comprehensive smoke-free outdoor area ordinance. The comprehensive outdoor area policy must include the following five (5) primary policy provisions:

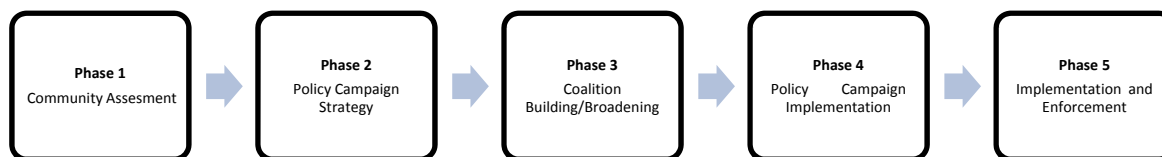
1. Prohibits smoking in outdoor dining areas (e.g., outdoor seating at restaurants, bars, etc.);
2. Prohibits smoking around doorways and operable windows of privately-owned buildings (e.g., 25 feet);
3. Prohibits smoking on sidewalks;
4. A definition of “smoke” that includes, but that is not limited to, tobacco smoke, electronic smoking device vapor and crack cocaine smoke; and
5. A definition of “smoking” that means inhaling, exhaling, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation.

In addition, the comprehensive smoke-free outdoor area policy shall contain at least three (3) of the following six (6) secondary policy provisions:

1. Prohibit smoking in public parks (e.g., parks owned or controlled by a local government);
2. Prohibits smoking in outdoor service areas (e.g., bus stops, ticket lines, ATM lines, taxi stands);
3. Prohibits smoking in public and private golf courses;
4. Prohibits smoking at outdoor public events (e.g., farmers' markets, fairs, concerts, etc.);
5. Prohibits smoking at outdoor worksites (e.g., outdoor construction areas); and
6. Declares secondhand smoke a nuisance.

1.4 The Policy Adoption Model

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



A brief overview of the five phases is provided below.

Phase 1: Community Assessment

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

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

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

Phase 2: Policy Campaign Strategy

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

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 (e.g., adoption of a tobacco retail policy or a smoke-free policy) represent the desired campaign outcome. The long-term goals (e.g., a 0% youth tobacco sales rate, 0% exposure of secondhand smoke in MUH) are the desired public health outcomes that result from adopting the policy specified in the intermediate goal.

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

Constituents, Allies, and Opponents: Specific individuals or organizations that care about and/or are affected by the issue and have power to influence policy/decision makers. Constituents are those who will actively participate in the campaign (e.g., attend coalition meetings). Allies are those who will endorse the campaign (e.g. provide a letter of support

or testify at a key public hearing), but may not contribute beyond their endorsement. Constituents and allies can include key organizations (e.g., health voluntary organizations), community leaders, and people affected by the issue(s). Opponents are individuals and organizations who have a vested interest in preventing policy adoption (e.g., people or organizations that stand to lose something if the policy passes).

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

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

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

Phase 3: Coalition Building/Broadening

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

Phase 4: Policy Campaign Implementation

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

meetings and commissions), and engaging the media to communicate the campaign message (e.g., press events, ad in the local paper, letter to the editor). The purpose of each tactic is to facilitate the desired campaign outcome; thus, the type and chronological order of each tactic must be carefully planned. For example, the tactic of educating policy/decision makers to gain their support typically would come before the tactic of providing public testimony at a city council meeting.

Phase 5: Policy Implementation and Enforcement

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

1. Maintaining and building new relationships with policy/decision makers, city staff, and the community coalition members (e.g., present certificates to policy champions at a city council meeting; acknowledge supporters in press releases or newsletters);
2. Educating the public about the policy (e.g., hold a media event; sponsor a community forum; place an ad in a local newspaper); and
3. Monitoring implementation and enforcement activities through data collection efforts (e.g., assess rate of tobacco sales to minors, determine number of no-smoking signs posted in parks).

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

1.5 Lobbying Restrictions

CDPH/CTCP engages in and funds policy and advocacy activities which are legitimate tools of health education, health promotion, and public health. CDPH/CTCP funds (i.e., Proposition 56 and Proposition 99) may not be used for lobbying.

Lobbying is communicating with:

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

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

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

1.6 Project Administration

Selected Proposers must designate the following staff positions:

- a. Project Coordinator: At least one (1) full-time equivalent (FTE) Project Coordinator responsible for project oversight including; planning and implementation of the policy campaign, such as identifying key decision makers, developing tactics and engaging media. The Project Coordinator will coordinate with DPH and prepare required administrative reports, invoices and documents. The Project Coordinator must have a Master's Degree from an accredited college or university in public health, public policy and/or social sciences OR three (3) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- b. Community Engagement Coordinator: At least one (1) FTE Community Engagement Coordinator responsible for facilitating and implementing policy campaign activities, such as conducting key informant interviews, developing a Midwest Academy Strategy Chart, facilitating a local coalition and providing public testimony. The Community Engagement Coordinator must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR two (2) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.

Selected Proposers are recommended to designate the following staff position:

- c. Assistant Project Specialist (Recommended): At least one (1) .5 FTE Assistant Project Specialist to assist the Community Engagement Coordinator with facilitating and implementing policy campaign activities. The Assistant Project Specialist must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR one (1) year full-time experience in the fields of public health, public policy and/or community organizing/advocacy.

1.7 Terms and Definitions

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

1. California Healthcare, Research and Prevention Tobacco Tax Act: Adopted in 2016, Proposition 56, increased California's cigarette tax by \$2 per pack, and placed equivalent taxes on products containing nicotine derived from tobacco, including electronic cigarettes (e-cigarettes).
2. California's Smoke-Free Workplace Law (Labor Code Section 6404.5): A California law that prohibits smoking, including electronic cigarettes, in enclosed places of employment or owner-operated businesses.
3. Eligible jurisdiction: A city in Los Angeles County that has not adopted a tobacco retail license ordinance, a smoke-free multi-unit housing ordinance or a smoke-free outdoor area ordinance, or has a tobacco retail license ordinance that needs to be strengthened.
4. Jurisdiction: A city in Los Angeles County or the unincorporated area of Los Angeles County.
5. Midwest Academy Strategy Chart: A tool for linking elements in a complex policy campaign. Consists of five components which serve as a blueprint or roadmap to achieve the desired policy campaign outcome (e.g., adoption of a tobacco retail license).
6. Multi-Unit Housing: Includes market-rate apartments (including rent-stabilized units) and condominium complexes.
7. Policy Adoption Model (PAM): An easy-to-implement, step-by-step guide for tobacco control coalitions to facilitate policy adoption in local jurisdictions.
8. Tobacco Retail License (TRL): A license that all businesses must obtain from the local government to sell tobacco products to consumers;
 - a) New Tobacco Retail License: Refers to the adoption of a new tobacco retail ordinance in a Los Angeles County city that has not previously adopted one; and
 - b) Strengthen Tobacco Retail License: Refers to strengthening a tobacco retail license ordinance in a Los Angeles County city that already has one.
9. Tobacco Tax and Health Promotion Act: Adopted in 1988, Proposition 99, increased excise taxes on cigarettes by 25 cents per pack sold in California.
10. Youth Purchase Surveys (YPS): A comprehensive "attempted to buy" protocol developed to assess rates of retailers willing to sell cigarettes to young adults.

1.8 Funding

The County anticipates awarding approximately 24 contracts each at an estimated annual amount of \$250,000 for a total amount of \$750,000 to be effective upon approval by the Board of Supervisors through June 30, 2021. The following provides the breakdown of the estimated number of contracts to be awarded per Funding Category:

- Funding Category 1 - seven (7) contracts
- Funding Category 2 - three (3) contracts
- Funding Category 3 - six (6) contracts; and
- Funding Category 4 - eight (8) contracts.

The available funds and the number of contracts are estimates and are subject to change. The County reserves the right to adjust the number of contracts/awards and the funding allocations.

2.0 CONTRACT FOR COMPREHENSIVE TOBACCO CONTROL SERVICES

2.1 Sample Contract: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix A of this RFP.

2.1.1 Anticipated Contract Term

The Contract term shall be effective upon approval by the Board of Supervisors, and shall continue through June 30, 2021, unless sooner terminated or extended, in whole or in part, as specified in Appendix A, Sample Contract.

2.1.2 Contract Rates (Intentionally Omitted)

2.1.3 Days of Operation

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

2.1.4 Indemnification and Insurance

Contractor shall be required to comply with the provisions contained in Paragraph 11, Indemnification, of Appendix A, Sample Contract. 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 Paragraph 12, General Provisions For All Insurance Coverages, and Paragraph 13, Insurance Coverage Requirements, of Appendix A, Sample Contract.

2.1.5 Health Insurance Portability and Accountability Act of 1996 (if applicable)

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

3.0 PROPOSER'S MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, and Appendix C, Sample Scopes of Work, of this RFP are invited to submit a proposal, **provided they meet the following requirements by the date on which proposals are due, as described in Section 7.2:**

- 3.1 Proposer must have at least one (1) year of experience within the last five (5) years in health policy advocacy or prevention interventions.
- 3.2 Proposer must be one of the following:
 - a. A non-profit organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization and has been in business for a minimum of five (5) years; OR
 - b. A California private, for-profit organization that has been in business for more than five (5) years.
- 3.3 Proposer must have a business office in operation in Los Angeles County.
- 3.4 Proposer must not receive funding from or have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company; OR

For University/Colleges ONLY - The Principal Investigator, or any investigator associated with this proposal, of the university or college named above must not have 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 from release date of this Request for Proposal.

Appendix R, Certification of Non-Acceptance of Tobacco Funds, must be submitted with Proposal.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

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

4.2 Final Contract Award by the Board of Supervisors

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

4.3 County Option to Reject Proposals and Cancel Solicitation

Proposers are hereby advised that this RFP is a 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. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County, in its sole discretion, may elect to waive any error or informalities in the form a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP requirement.

4.4 County's Right to Amend Request for Proposals

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 Proposers on the following websites:

Los Angeles County Department of Public Health
Contracts and Grants Division
<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us
<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Proposer's responsibility to check the above referenced websites regularly. 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.

4.5 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.

4.6 County's Quality Assurance Plan

After contract award, the County or its agent will monitor the Contractor's performance under the contract on a periodic basis. Such monitoring will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the Contract will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

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

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

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

- 5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.
- 5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

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

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

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

5.4.3 Grounds for Review

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

- Review of Solicitation Requirements (Reference Section 7.3 in the Proposal Submission Requirements Section)

- Review of a Disqualified Proposal (Reference Section 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Section 8.8 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's CalOSHA'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.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Paragraph 9 and the Independent Contractor Status provision contained in Paragraph 50 in Appendix A, Sample Contract.

5.7 Conflict of Interest

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

5.8 Determination of Proposer Responsibility

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

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the

fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 5.8.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a

nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 5.9.9 Appendix I provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

5.10 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).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance

Certification, as set forth in Appendix E - Required Forms Exhibit 7, as part of their proposal.

5.13 Federal Earned Income Credit

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

5.14 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form, as set forth in Appendix E - Required Forms, Exhibit 10, along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Contract, Paragraph 65.

5.16 Safely Surrendered Baby Law

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

5.17 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix H, and the pertinent jury service provisions of the Sample Contract, Appendix A, Paragraph 31, 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.

5.17.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve

months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining contract 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 contract.

- 5.17.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 11 in Appendix E - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining contract, 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.

5.18 Living Wage Program (Intentionally Omitted)

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

The Proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Proposer on Required Form - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 – Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information during the pendency of this RFP by providing a revised Exhibit 1 – Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

- 5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix O. 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.
- 5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 21 as set forth in Appendix E - Required Forms. A completed Exhibit 21 is a required part of any contract with the County.
- 5.20.3 In Exhibit 21, 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 contract,
 - 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.
- 5.20.4 Prospective County contractors that do not complete Exhibit 21 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)

5.21 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix P, and the pertinent provisions of the Sample Contract, Appendix A, Paragraph 81 and 82, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

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

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

5.22 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

5.23.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Exhibit 23 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix E, Required Forms, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 32 of Appendix A, Sample Contract. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

5.24 Proposer Protection of Electronic County Information

5.24.1 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) — Data Encryption Standard

- 5.24.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Vendors shall become familiar with the Encryption Standards and the pertinent provisions of the Sample Contract, Appendix A, Paragraph 43, both of which are incorporated by reference into and made a part of this solicitation.
- 5.24.1.2 Proposers shall be required to complete Exhibit 25 in Appendix E, Required Forms ("Exhibit") providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Vendors that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.
- 5.24.1.3 Vendors use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Vendors in the Exhibit and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Vendor to additional encryption requirements for such remote servers.

5.24.2 Encryption Standards:

5.24.2.1 Stored Data:

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (F/PS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; a
- d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

5.24.2.2 Transmitted Data:

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Social Enterprise (SE), and Disabled Veterans Business Enterprise (DVBE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, SE, and DVBE) require that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in Paragraph 6.2, 6.4, and 6.5 of this solicitation, if applicable.

6.1.3 In no case shall the Preference Programs (LSBE, SE, and DVBE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

6.1.4 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 LSBE, SE, or DVBE when not qualified.

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

Note: Cost is not a determining factor in this solicitation process; as such no preference will be applied. However, LSBE Proposer is encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in RFP Paragraph 6.3 Local Small Business Enterprise Prompt Payment Program.

6.2 Local Small Business Enterprise Preference (LSBE) Program (Intentionally Omitted)

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs 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.

- 6.4 Social Enterprise (SE) Preference Program (Intentionally Omitted)**
- 6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted)**

7.0 PROPOSAL SUBMISSION REQUIREMENTS

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

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

| | |
|---|--|
| Release of RFP | May 25, 2018 |
| Request for a Solicitation Requirements Review Due | June 11, 2018 4:00 P.M. PT)* |
| Proposer's Written Questions Due | June 11, 2018 (4:00 P.M. PT)* |
| Release of Answers to Proposers' Written Questions | June 25, 2018 |
| Intent to Apply Form Due | June 29, 2018 (4:00 P.M. PT)* |
| Proposals Due | July 13, 2018 (4:00 P.M. PT)* |

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

7.3 Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

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

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

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by **e-mail only** to the individual identified below. All questions must be received by the date and time specified in Section 7.2, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer. Answers to Proposer's questions will be released on the date specified in Section 7.2, RFP Timetable.

Questions should be addressed to:

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

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

7.6 Proposers' Conference

A Proposers' conference **will not** be conducted for this RFP. Proposers may submit questions regarding this RFP as described in Section 7.4, Proposers' Questions.

7.7 Intent to Apply Form

7.7.1 Interested and qualified Proposers shall submit a completed Intent to Apply Form (Appendix S).

7.7.2 The Intent to Apply Form shall be submitted via **e-mail only** to the individual identified below by the date and time specified in Section 7.2, RFP Timetable.

7.7.3 The completed Intent to Apply Form shall include all of the following information:

- a) The name of the agency that will be submitting a proposal;
- b) The Funding Category for which the proposal will be submitted;
- c) The name, title, email address, telephone number (including area code), and mailing address of the Proposer's contact person for the RFP; and
- d) The name, title, email address, telephone number (including area code), mailing address, and signature of the individual authorized to legally bind the agency, such as the Chief Executive Officer, and the date of signature.

7.7.4 Submission of the Intent to Apply Form: The Intent to Apply Form shall be submitted **by e-mail**, in PDF format only, to:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
Email address: jsgarcia@ph.lacounty.gov

7.8. Preparation of the Proposal

Proposer may submit **only** one (1) complete proposal for only one (1) Funding Category. **DPH may reject any proposal that fails to adhere to the required format.**

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

Proposers are required to submit a complete proposal for the Funding Category which they are applying for by the deadline identified in RFP, Section 7.2, RFP Timetable, to the person and address identified in RFP, Section 7.12, Proposal Submission. Proposals submitted to DPH must be written in English. They are to be organized and assembled into one volume in the format and order described below.

1. Submit one (1) original proposal package, **unbound**, SINGLE-SIDED, including all required attachments and forms with original signatures. **Do not staple or professionally bind the original proposal.** Use a rubber band or binder clip to keep the pages of the original proposal together. The original proposal must be marked as such, e.g., "Original" on the proposal's Title Page.
2. Submit five (5) DOUBLE-SIDED **bound, or presented in a folder, or three-ring binder** copies of the original proposal package (including copies of all required forms and attachments). Each proposal copy must be marked as such, e.g., "Copy" on the proposal's Title Page.
3. Proposal must be typewritten, single spaced, with no less than a 11-point font on 8½" by 11" paper, with the 8½" ends of the paper as the top and bottom of the page, and 1" margins. Header and footer margins shall be no less than 0.3". **Footer on each page must include Proposer's name and proposed Funding Category for which the agency is applying.**
4. Proposal pages must be numbered sequentially including attachments, from beginning to end, and provide a complete Table of Contents for the proposal and its attachments, to ensure there are no duplicate or missing pages.
5. Proposal must be organized and tabbed by applicable parts and/or sections, with proper titles, and alphabetized Sub-sections as described herein. The entire narrative of the Proposal (i.e. Executive Summary, Section B, Section D, and Section E) must not exceed the

page limits identified in RFP Section 7.9, Proposal Format, below. Page limits exclude title page, table of contents, budget, budget justification, sample monitoring forms associated with Quality Control Plan and required forms. **Any responses beyond the allotted page limits will not be read or scored.**

6. Proposal and all copies shall be clearly labeled with RFP title: **“COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSALS FOR COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY, RFP #2018-004 FUNDING CATEGORY: _____”**, with the name of the proposer’s organization on the front exterior cover. If space is available, binder ends shall also clearly identify the RFP title and name of the proposer’s organization.
7. Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the Proposal.

7.9 Proposal Format

Proposers are required to respond to all sections of the RFP, including each sub-section, if applicable.

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

1. Proposer’s Title Page
2. Executive Summary (1 page maximum)
3. Proposed Jurisdiction List (Exhibit 26 of Appendix E – Required Forms)
4. Table of Contents
5. Proposer’s Qualifications (Section A)
 - a. Proposer’s Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Section A.1)
 - b. Proposer’s References (Section A.2)
 - c. Proposer’s Pending Litigation and Judgements (Section A.3)
 - d. Financial Capability (Section A.4)

6. Proposer's Approach to Provide Required Services (Section B [17 pages maximum])
7. Proposed Budget and Budget Justification (Section C)
8. Proposer's Quality Control Plan (Section D [1 page maximum])
9. Proposer's Green Initiatives (Section E [1 page maximum])
10. Terms and Conditions in Sample Contract, and Requirements of the Statement of Work and Scope of Work (SOW): Acceptance of/or Exceptions to (Section F)
11. Proposal Required Forms (Section G)

7.9.1 Proposal Title Page, Executive Summary, and Proposed Jurisdiction List

Proposer must create a title page to preface the submitted proposal. Additionally, an Executive Summary must follow the title page. The title page and executive summary must include all the information provided in this Section.

1) Proposal Title Page

Proposal must include a Title Page, which bears the words:
"COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY, RFP #2018-004. FUNDING CATEGORY: _____" The Title Page must also include the Proposer's legal name.

2) Executive Summary (1 page maximum)

Proposal must include an Executive Summary. The Executive Summary shall provide DPH and the evaluation committee with a broad understanding of the Proposer's mission, relevant experience, and the proposed PAM-based policy campaign. The highlights should include the key activities of each phase of the PAM.

3) Proposed Jurisdiction List

Proposer shall include a completed, signed and dated Proposed Jurisdiction List – Exhibit 26 of Appendix E – Required Forms. The information provided on the completed form will be used during contract negotiations to determine the cities where services will be

provided by selected Proposer. The County retains the right to assign other eligible jurisdictions not identified on this Exhibit, if it is in the best interests of the County to address a geographical need.

7.9.2 Table of Contents

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

7.9.3 Proposer's Qualifications (Section A)

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

A. Organization Questionnaire/Affidavit and Community Business Enterprise Information (Section A.1)

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

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

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

Required Support Documents:

1. Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- a. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- b. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.
- c. If applicable, a determination letter granting tax exemption under IRS Section 501(c)(3) status.

2. Limited Partnership:

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

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

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. **Proposer cannot use DPH's Division of Chronic Disease and Injury Prevention (DCDIP) staff as references on Exhibit 2.** The same agencies may be listed on both forms - Exhibits 2 (Prospective Contractor References), and 3 (Prospective Contractor List of Contracts) in Appendix E (Required Forms).

County may disqualify a Proposer as non-responsive and/or non-responsible if:

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

The Proposer must complete and include the following Required Forms:

- i. Exhibit 2, Prospective Contractor References, Appendix E, Required Forms: Proposer must provide five (5) references. References must be a contractual relationship, in which the Proposer received grant funding for services. **Proposer cannot use DPH's DCDIP staff as references on Exhibit 2.**
- ii. Exhibit 3, Prospective Contractor List of Contracts, Appendix E, Required Forms: The listing must include all Public Entities contracts in Los Angeles County for the last five (5) years. Use additional sheets if necessary.
- iii. Exhibit 4, Prospective Contractor List of Terminated Contracts, Appendix E, Required Forms: Listing must include contracts terminated (i.e., due to lack of funding, performance, etc.) prior to their expiration, within the past five (5) years, and must include a reason for termination. Use additional sheets if necessary.

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

Exhibit 5, Prospective Contractor Pending Litigation and Judgments, of Appendix E, Required Forms: identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

If a Proposer has no Pending Litigation and/or Judgments, provide a statement indicating so.

D. Financial Capability (Section A.4)

Provide copies of the company's annual financial statements issued for the last three (3) years. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

The following accounts must be included in your organization's financial statements:

Balance Sheet Accounts

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

Income Statement Accounts

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

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

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, or Single Audit Reports are otherwise required, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

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

7.9.4 Proposer's Approach to Provide Required Services (Section B)

This section must clearly demonstrate that the Proposer has the capacity to implement a PAM-based policy campaign. PAM-based examples may be provided from, but are not limited to, the fields of tobacco control and prevention, nutrition, alcohol and substance abuse prevention, etc.

This section must not exceed a total of 17 pages. Any additional pages beyond the page limits will not be reviewed and will not be scored. Do not include videos, exhibits, promotional literature, or other non-required attachments in this section. All information and data provided regarding previous services are subject to verification.

Section 1: Organizational Description and Experience Information (3 pages maximum)

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

Section 2: Organizational Capacity and PAM-based Policy Campaign (12 pages maximum)

NOTE: Proposer's responses to the sections below must be reflective of the Proposer's capacity to implement a PAM-based policy campaign.

Phase 1 – Community Assessment (2 pages maximum)

1. Describe how the Proposer would collect specific data to document the public health problem related to a PAM-based policy campaign. The description should include relevant local, state, and national data. Sources for all data or information provided should be clearly documented (e.g., California Health Interview Survey, 2016).
2. Describe how the Proposer would utilize specific methods or procedures used to collect new information depicting the public health problem related to a PAM-based policy campaign (e.g., public opinion surveys, key informant interviews, youth purchase surveys, tobacco litter clean ups).
3. Describe how the Proposer would collect specific data to document the political environment related to a PAM-based 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.
4. Describe how the Proposer would utilize specific methods or procedures (e.g., one-on-one meetings with city staff) to collect new information depicting the political environment related to a PAM-based policy campaign.

Phase 2 – Policy Campaign Strategy (3 pages maximum)

Goals:

1. Describe how the Proposer will develop short-term goal(s) (e.g., lining up support from community stakeholders) for a PAM-based policy campaign.
2. Describe how the Proposer will develop intermediate goal(s) (e.g., adoption of a strong tobacco retail licensing policy) for a PAM-based policy campaign.
3. Describe how the Proposer will develop long-term goal(s) (e.g., a 0% youth tobacco sales rate, 0% SHS exposure in MUH) for a PAM-based policy campaign.

Organizational Considerations:

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

Constituents, allies, and opponents:

1. Describe how the Proposer will identify individuals and organizations that may actively participate in a PAM-based policy campaign (constituents). Include a justification for *each* constituent's involvement in the policy campaign.
2. Describe how the Proposer will identify individuals and organizations that may not actively participate in a PAM-based policy campaign, but endorsed it (allies). Include a justification for *each* ally's support of the policy campaign.
3. Describe how the Proposer will identify opponents of a PAM-based policy campaign. Include a justification for why *each* opponent was against the policy campaign.

Policy/Decision makers:

1. Describe how the Proposer's will identify policy/decision makers (e.g., Mayor Smith, Councilmember Reyes) for a PAM-based policy campaign. Include a justification for each selected policy/decision maker.
2. Describe how the Proposer will identify individuals that do not have decision-making authority (e.g., City Manager Lee or City Attorney) but influenced those who do for a PAM-based policy campaign. Include a justification for each selected individual.

Tactics:

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

tactics may be utilized to facilitate the adoption of the desired policy campaign outcome.

1. Describe how the Proposer will identify specific activities (i.e., tactics) to achieve the desired PAM-based policy campaign outcomes. The description shall elaborate on core tactics and other tactics. In addition, the description must reference constituents and allies and policy/decision makers identified above.

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

Please note that the following apply to building new coalitions or expanding existing coalitions. 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 how the Proposer will engage constituents and allies to participate in a local community coalition for a PAM-based policy campaign. The description should include specific activities (e.g., presentations and one-on-one meetings).
2. Describe how the Proposer will sustain the energy and focus of a local coalition over the course for a PAM-based policy campaign. Description should include a strategy to maintain momentum and enthusiasm among coalition members during times of campaign inactivity.

Phase 4 – Policy Campaign Implementation (2 pages maximum)

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

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

1. Describe how the Proposer will implement tactics for a PAM-based policy campaign. For *each* tactic, justify:

- a. Its chronology and how it will contribute to achieving the desired policy outcome;
- b. The choice of constituents and allies who will implement it; and
- c. The choice of policy/decision makers.

Phase 5 - Policy Implementation and Enforcement (3 pages maximum)

1. Describe how the Proposer will maintain and building new relationships with policy/decision makers, city staff, and the community coalition to ensure that the policy is effectively implemented and enforced. The description should include a justification for the chronology of activities and how each activity identified will contribute to maintaining and building new relationships.
2. Describe how the Proposer will educate the public about the policy. The description should include a justification for the chronology of activities and how each activity identified will contribute to educating the public about the policy.
3. Describe how the Proposer will monitor implementation and enforcement activities through data collection efforts. The description should include a justification for the chronology of activities and how each activity identified will contribute to the monitoring of implementation and enforcement activities through data collection efforts (e.g., post-policy youth purchase surveys, post-policy smoke-free parks signage survey, post-policy smoke-free MUH lease survey).

Section 3: Project Administration (2 pages maximum)

1. Describe the Proposer's key personnel and management structure who will form an integrated team to accomplish the activities outlined in Appendix B, Statement of Work, and Appendix C, Sample Scopes of Work (SOW). Include descriptions of, at minimum, **one (1) full-time Project Coordinator, one (1) full-time Community Engagement Coordinator, and the recommended one (1) half-time Assistant Project Specialist as described in Section 1.6, Project Administration.**
 - a. Include and clearly identify the difference between existing personnel and personnel to be hired, their roles, and how they will work together;

- b. For existing personnel: include short biographies that include number of years of experience, trainings, recognition or awards, and skills (including languages spoken); and
 - c. For personnel to be hired: include a one-page job description. Job descriptions should be included in attachments and do not count towards page limits.
2. Describe Proposer's plan for ensuring that staff have the necessary skills to successfully implement the activities in this SOW, including required trainings, and supervision.
 - a. Describe the types of additional training the Proposer requires of staff who oversee and implement Comprehensive Tobacco Control Services in LAC.
 - b. Describe how the proposer provides oversight and accountability for staff and how it knows this oversight is effective.

7.9.5 Proposed Budget and Budget Justification (Section C)

Proposer must submit budgets and budget justifications for three (3) twelve-month terms **not to exceed \$250,000 per term. Proposer shall refer to Appendix D, Budget and Budget Justification instructions, to prepare budgets and budget justifications.**

PROPOSERS RECOMMENDED FOR FUNDING MAY BE REQUIRED TO MODIFY PROPOSED BUDGET, BUDGET JUSTIFICATION, AND/OR SOW.

7.9.6 Proposer's Quality Control Plan (Section D) (1 page maximum)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, Sample Contract, Appendix B, Statement of Work, and Appendix C, Sample Scopes of Work.

The following factors **must** be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;

- Title/level and qualifications of personnel performing monitoring functions;
- Documentation methods of all monitoring results, including any corrective action taken; and
- Include samples of forms to be used in monitoring. *(Excluded from page limit.)*

7.9.7 Proposer's Green Initiatives (Section E) (1 page maximum)

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

7.9.8 Terms and Conditions of Sample Contract and Requirements of the Statement of Work and Sample Scopes of Work: Acceptance of/or Exceptions (Section F)

- A. It is the duty of every Proposer to thoroughly review the Sample Contract (Appendix A), Statement of Work (Appendix B), and Sample Scopes of Work (Appendix C) to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal, the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Sample Scopes of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.
- B. Section F of Proposer's response must include:

Complete required form Exhibit 24 of Appendix E, offering the Proposer's acceptance of **all** terms and conditions listed in Appendix A, Sample Contract, Appendix B, Statement of Work, and Appendix C, Sample Scopes of Work or identifying exceptions to the terms, conditions, and requirements.
- C. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.
- D. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.9.9 Proposal Required Forms (Section G)

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

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Contract (Included in Section A.1 of Proposal)
- Exhibit 2 Prospective Contractor References (Included in Section A.2 of Proposal)
- Exhibit 3 Prospective Contractor List of Contracts (Included in Section A.2 of Proposal)
- Exhibit 4 Prospective Contractor List of Terminated Contracts (Included in Section A.2 of Proposal)
- Exhibit 5 Prospective Contractor Pending Litigation and Judgments (Included in Section A.3 of Proposal)
- Exhibit 6 Certification of No Conflict of Interest
- Exhibit 7 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 8 Request for Preference Consideration (Intentionally Omitted)
- Exhibit 9 Proposer's EEO Certification
- Exhibit 10 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 11 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 12 – 15 Cost Forms (Intentionally Omitted)
- Exhibit 16 – 20 Living Wage Forms (Intentionally Omitted)
- Exhibit 21 Charitable Contributions Certification

- Exhibit 22 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 23 Zero Tolerance Policy On Human Trafficking Certification
- Exhibit 24 Acceptance of Terms and Conditions Affirmation (included in Section F of Proposal)
- Exhibit 25 Vendor's Compliance with Encryption Requirements
- Exhibit 26 Proposed Jurisdiction List (included in Proposal Title Page, Executive Summary, and Proposed Jurisdiction List section of Proposal)

7.10 Cost Proposal Format (Intentionally Omitted)

7.11 Firm Offer/Withdrawal of Proposal

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

7.12 Proposal Submission

The original Proposal and five (5) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"PROPOSAL FOR COMPREHENSIVE TOBACCO CONTROL
SERVICES IN LOS ANGELES COUNTY, RFP #2018-004
FUNDING CATEGORY: _____",**

The proposal and the required number of copies must be hand-delivered or sent by a delivery service only (excluding U.S. Postal Service) and received by the deadline specified in Section 7.2, RFP Timetable, to:

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

Attention: Jose C. Garcia

Timely hand-delivered proposals are acceptable. No FAX or e-mail copies will be accepted. It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity. Late proposals received on the due date, but after the scheduled closing time for receipt of proposals, as listed in Section 7.2, RFP Timetable, will not be evaluated but will be time stamped and set aside unopened. At the Director's sole discretion, these late proposals may be considered, in the order received, if a determination is made that there is a specific unmet need. Late proposals received after the due date will be time-stamped and returned unopened.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal pursuant to RFP, Section 7.2, RFP Timetable.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor(s). All proposals will be evaluated based on the criteria listed below. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

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

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

Stage 2: Proposal Evaluation

Stage 3: Final Review and Selection

Refer to subsections 8.2, 8.4, and 8.7 for a more detailed description of this process.

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

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. The negotiation will include a final determination of the eligible jurisdictions where services will be provided. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal in that category, as determined by the County.

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

The County retains the right to select a proposal other than the proposal(s) receiving the highest number of points if County determines, in its sole

discretion, another proposal is qualified, cost-effective, responsive, responsible, and/or in the best interests of the County.

The County also reserves the right to waive any informality, minor irregularities or immaterial defects in proposals as determined by County if the sum and substance of the Proposal is present. Where County waives informality, minor irregularities, or immaterial defects, such waiver shall in no way modify the RFP specifications, and other requirements, if the Proposer is awarded a contract.

8.2 Stage 1: Adherence to Proposer's Minimum Mandatory Requirements (Pass/Fail)

Adherence to the minimum mandatory requirements will consist of a review of Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information - Exhibit 1 of Appendix E, Required Forms and the Executive Summary of the Proposal to determine if the Proposer meets all of the Minimum Mandatory Requirements as outlined in Section 3.0 of this RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Minimum Mandatory Requirements outlined in Section 3.0 of this RFP.

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

Proposals that pass Stage 1 of the evaluation will proceed to Stage 2 as outlined in RFP Section 8.4.

8.3 Disqualification Review

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

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

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

1. The person or entity requesting a Disqualification Review is a Proposer;

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

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

Proposer can also be disqualified for non-responsibility – See Section 5.8

8.4 Stage 2: Proposal Evaluation and Criteria (1,000 points)

Proposals that pass Stage 1 will be evaluated as follows:

8.4.1 Proposer's Qualifications – Proposal Section A (30 points)

1. Proposer's References (30 points)

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

2. Terminated Contracts

A review of terminated contracts will be conducted which may result in point deductions, based on the information provided on Appendix E, Required Forms, Exhibit 4, Prospective Contractor List of Terminated Contracts.

3. Proposer's Pending Litigation and Judgments

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

4. Financial Capability

Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. Financial statements that do not demonstrate financial strength or meet the sixty (60) days requirement may result in a deduction of 30 points from the total points awarded in the Proposer's Qualifications evaluation category.

8.4.2 Proposer's Approach to Provide Required Services – Proposal Section B (830 points)

The Proposer will be evaluated on its description of experience and methodology to be used to meet the County's requirements based on information described in RFP Section 7.9.4. The proposals will be evaluated as follows:

| SECTION 7.9.4 | Maximum Scores |
|---|----------------|
| Section 1: Organizational Description and Experience Information | 200 |
| Section 2: Proposed Program | |
| Phase 1 – Community Assessment | 140 |
| Phase 2 – Policy Campaign Strategy | 230 |
| Phase 3 – Coalition Building/Broadening | 60 |
| Phase 4 – Policy Campaign Implementation | 50 |
| Phase 5 – Policy Implementation and Enforcement | 120 |
| Section 3: Project Administration | 30 |
| TOTAL: | 830 |

1.4.3 Proposed Budget and Budget Justification – Proposal Section C (90 points)

The Budgets and Budget Justifications will be evaluated as follows:

1. Budget does not exceed available funding (refer to Appendix D, Budget and Budget Justification Instructions);
2. Budget utilizes the budget justification format provided and includes accurate calculations (refer to Appendix D, Budget and Budget Justification Instructions);
3. Budget Justification is clear and in line with the line-item budget and explains how each of the costs fiscally supports the activities in Appendix B, Statement of Work, and Appendix C, Sample Scopes of Work, staffing requirements, organizational requirements, necessary supplies, and any one-time costs;
4. Budget is feasible and cost-effective for the required quantity and quality of activities in Appendix B, Statement of Work, and Appendix C, Sample Scopes of Work;
5. Budget includes the following staff:
 - a) Project Coordinator: At least one (1) full-time equivalent (FTE) Project Coordinator responsible for project oversight including; planning and implementation of the policy campaign, such as identifying key decision makers, developing tactics and engaging media. The Project Coordinator will coordinate with DPH and prepare required administrative reports, invoices and documents. The Project Coordinator must have a Master's Degree from an accredited college or university in public health, public policy and/or social sciences OR three (3) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
 - b) Community Engagement Coordinator: At least one (1) FTE Community Engagement Coordinator responsible for facilitating and implementing policy campaign activities, such as conducting key informant interviews, developing a Midwest Academy Strategy Chart, facilitating a local coalition and providing public testimony. The Community Engagement Coordinator must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR two (2) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
 - c) Assistant Project Specialist (Recommended): At least one (1) .5 FTE Assistant Project Specialist to assist the Community Engagement Coordinator with facilitating and implementing policy campaign activities. The Assistant Project Specialist must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences

OR one (1) year full-time experience in the fields of public health, public policy and/or community organizing/advocacy.

6. Budget includes operating costs that are consistent with the quantity and type of activities to be performed and appropriate in terms of the scope of the project.

8.4.4 Proposer's Quality Control Plan – Proposal Section D (25 points)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of the Contract are met as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system pursuant to RFP Section 7.9.6, Proposer's Quality Control Plan.

8.4.5 Proposer's Green Initiatives – Proposal Section E (25 points)

The Proposal will be evaluated on its current and proposed environmental and energy conservation practices pursuant to RFP Section 7.9.7, Proposer's Green Initiatives.

8.4.6 Terms and Conditions of Sample Contract and Requirements of the Statement of Work and Sample Scopes of Work: Acceptance of/for Exceptions – Proposal Section F

Proposer will be evaluated on its willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix A, and the Requirements of the Statement of Work, Appendix B, and the Sample Scopes of Work, Appendix C, as stated in RFP, Section 7.9.8. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.4.7 Proposal Required Forms – Proposal Section G

The forms submitted pursuant to RFP Section 7.9.9 will be reviewed for accuracy and completeness.

8.4.8 Living Wage Compliance (Intentionally Omitted)

8.5 Cost Proposal Evaluation Criteria (Intentionally Omitted)

8.6 Labor Law/Payroll Violations (Intentionally Omitted)

8.7 Stage 3: Final Review and Selection

Proposal's final score will be calculated based on Proposal's Stage 2 composite score.

Proposals will be grouped by Funding Category and then ranked from highest to lowest score. Based on the estimated distribution below, the highest ranking proposals from each Funding Category that receive a score of 500 points, or higher shall be recommended to advance to negotiate a Contract for submission to the Board of Supervisors. The negotiation will include a final determination of the eligible jurisdictions where services will be provided.

There is no guarantee that any proposal receiving a final score of 500 points or greater will result in selection.

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

| Funding Category | 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses | 2: Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail Licenses | 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing | 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas |
|---------------------------------------|---|--|--|---|
| Approximate Number of Contacts | 7 | 3 | 6 | 8 |

The County retains the right to select a proposal other than the highest ranking if County determines, in its sole discretion, another Proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County; and/or addresses a critical need or a geographical need within the prioritized community service area.

8.8 Proposed Contractor Selection Review

8.8.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

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

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 8.8.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.8.2 Proposed Contractor Selection Review

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (see Section 8.9 below)

8.9 County Independent Review Process

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

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

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 8.8.2 above.

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

APPENDIX A – SAMPLE CONTRACT

Contract No. PH-



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**COMPREHENSIVE TOBACCO CONTROL SERVICES
IN LOS ANGELES COUNTY**

CONTRACT BODY (CB)

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| | |
|---|----|
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| 18F. Cost of Living Adjustments (COLA's) | 40 |
| 18G. Non-Acceptance of Tobacco Funds | 40 |
| 19. Construction | 41 |
| 20. Conflict of Terms | 41 |
| 21. Contractor's Offices | 41 |
| 22. Notices | 41 |

ADDITIONAL PROVISIONS (AP)

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| 24. Assignment and Delegation/Mergers or Acquisitions | 44 |
| 25. Authorization Warranty | 45 |
| 26. Budget Reduction | 46 |
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| 28. Complaints | 46 |
| 29. Compliance with Applicable Law | 48 |
| 30. Compliance with Civil Rights Law | 49 |
| 31. Compliance with the County's Jury Service Program | 49 |
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| 33. Conflict of Interest | 52 |
| 34. Consideration of Hiring Gain/Grow Participants | 53 |
| 35. Contractor Responsibility and Debarment | 54 |
| 36. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law | 57 |
| 37. Contractor's Warranty of Adherence to County's Child Support Compliance Program | 57 |
| 38. County's Quality Assurance Plan | 58 |
| 39. Service Delivery Site – Maintenance Standards | 59 |
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STANDARD EXHIBITS

Exhibit A – Statement(s) of Work
Exhibit B – Scope(s) of Work
Exhibit C – Budget(s)
Exhibit D – Contractor's EEO Certification
Exhibit E - Contractor Acknowledgement and Confidentiality
Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

Exhibit G – Charitable Contributions Certification

Contract No. _____

DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES
IN LOS ANGELES COUNTY CONTRACT

THIS CONTRACT "Contract" is made and entered into this _____ day
of _____, 2018,

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, the term "Director" as used herein refers to the County's Director of
Department of Public Health (DPH), or his/her duly authorized designee; (hereafter
jointly referred to as "Director"); and

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

WHEREAS, County has been allocated State funds from the California
Department of Public Health, Tobacco Control Program ("CDPH/CTCP") pursuant to
California Health and Safety Code Sections 104350, 104380, 10440, 104405 through
104415 to support tobacco education services; and

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

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

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

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work

Exhibit B - Scope of Work

Exhibit C – Budget(s)

Exhibit D – Contractor's EEO Certification

Exhibit E - Contractor Acknowledgement and Confidentiality Agreement

Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A and the Scope of Work, Exhibit B.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work) and/or Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

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

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

4. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2018 and shall continue in full force and effect through June 30, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify DPH Division of Chronic Disease and Injury Prevention when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Paragraph 22, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective July 1, 2018 through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2019 through June 30, 2020, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. Effective July 1, 2020 through June 30, 2021, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other

than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

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

6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or B elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to the Division of Chronic Disease and Injury Prevention at the address herein provided under Paragraph 22, NOTICES.

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

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

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

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

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

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

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract,

or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

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

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

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

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the

County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

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

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from

federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

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

calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of

unspent Contract funds; and/or an internal reallocation of funds between budgets up to ten percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

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

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

(For the following Paragraphs)-----CHOOSE 1 OF 2-----

(THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED EMPLOYEES [Per Counsel 6/3/10])

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED [Per Counsel 6/3/10])

COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be

consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE

REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Division
1000 S. Fremont Avenue, Unit 102
Building A-9 East, 5th Floor
Alhambra, California 91803
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability

arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

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

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or

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

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

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

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage

as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

| | |
|--|-------------|
| General Aggregate: | \$2 Million |
| Products/Completed Operations Aggregate: | \$1 Million |

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

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

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

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

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

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract,

which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

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

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may

from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>.

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

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person

functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and

Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

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

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

receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

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

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7)

years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder.

Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

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

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

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

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by

County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

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

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

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only. Regardless of the amount of costs incurred by contractor, in no event will the County pay or is obligated to pay contractor more than the fees for the units of service provided up to the contract maximum obligation.

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

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

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:

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

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

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

D. If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

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

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

18C. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

D. If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

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

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

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

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

18D. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

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

C. Contractor shall not wilfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to

a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

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

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

18E. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of

any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18F. COST OF LIVING ADJUSTMENTS (COLA's): If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

18G. NON-ACCEPTANCE OF TOBACCO FUNDS:

By signing this Contract, Contractor agrees they will not accept funding from or have an affiliation or contractual relationship with a tobacco company, any of its

subsidiaries or parent company during the term of the contract. Violation of this provision during the term of the contract may result in termination of the contract.

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

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

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

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County

under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

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

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue, Unit 101
Building A-9 East, 5th Floor
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

23. ADMINISTRATION OF CONTRACT:

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

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

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

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health.

During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

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

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is

formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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.

25. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent

who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

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

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

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

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

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

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

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

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

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

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

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

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation,

County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code)

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

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

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

32. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON
HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

33. CONFLICT OF INTEREST:

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

County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

34. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

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

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

35. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

36. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

38. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

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

41. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

42. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

43. DATA ENCRYPTION;

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security

Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 43 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

44. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of “original” versions of such documents within five working days.

45. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

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

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

comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

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

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

50. INDEPENDENT CONTRACTOR STATUS:

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

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

Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

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

52. NONDISCRIMINATION IN SERVICES:

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

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

53. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

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

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

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

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

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing 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 Contract.

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

54. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

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

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

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

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

60. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

61. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

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

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

62. PURCHASES:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

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

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

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

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

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

63. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers,
containing the following information:

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

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

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

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

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

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

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

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

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

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

66. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County 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.

67. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

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

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and

scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

68. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including

Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

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

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 Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

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

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

J. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

69. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 37, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 71, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

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

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

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

Contractor for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph 16, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a

location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

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

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

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as

if the notice of termination had been issued pursuant to Paragraph 70, TERMINATION FOR CONVENIENCE.

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

72. TERMINATION FOR GRATUITIES AND/OR IMPROPER

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

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

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

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

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

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

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

76. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

77. 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.

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

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

80. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

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

82. 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 Paragraph 81, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Revised 08-2817 – Approved by Counsel

APPENDIX A – RFP SAMPLE CONTRACT EXHIBITS

CONTRACT FOR COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B SCOPE(S) OF WORK (NOT ATTACHED TO SAMPLE)
- C BUDGET(S) (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR’S EEO CERTIFICATION
- E CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F INADVERTENT ACCESS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)

UNIQUE EXHIBITS

- G CHARITABLE CONTRIBUTIONS CERTIFICATION

STATEMENT OF WORK

REFER TO APPENDIX B OF THIS RFP

SCOPE(S) OF WORK

REFER TO APPENDIX C OF THIS RFP

BUDGET(S)

REFER TO APPENDIX D OF THIS RFP

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

INADVERTENT ACCESS

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

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

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

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)

APPENDIX B

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 BACKGROUND

Los Angeles County (LAC) is the largest county in the United States, with an estimated population of 10.1 million in 2015. LAC covers over 4,000 square miles and has 88 incorporated cities within its boundaries. While covering only 3% of California's land mass, LAC is home to over 27% of its population. In addition, LAC is also one of the most diverse counties in the nation. It is estimated that 48.4% of population is Latino, 26.6% White (not of Hispanic/Latino origin), 15.4% Asian/Pacific Islander, 9.1% African American, and 1.5% Native American (US Census, 2010). LAC's geography is equally diverse, comprised of eight Service Planning Areas, each with its own unique health outcomes and public health challenges.

Tobacco use is the leading preventable cause of disease and disability in the United States (U.S.), resulting in over 440,000 deaths each year. It is a risk factor for four of the five leading causes of death: cardiovascular disease, stroke, lung cancer, and emphysema/chronic obstructive pulmonary disease.

In LAC, tobacco use is directly linked to the top five causes of death: 14.6% of coronary heart disease (CHD), 9.3% of stroke, 77.0% of respiratory (lung/tracheal/bronchial) cancer, 14.7% of pneumonia, and 85.2% of emphysema deaths. One out of every seven deaths (8,500 deaths per year) in the LAC stem from these tobacco-related diseases. It is estimated that tobacco-related illnesses cost the County \$4.3 billion dollars per year, of which about half are due to direct healthcare expenditures.

2.0 SERVICES TO BE PROVIDED: Funding Categories

Contractors will implement Policy Adoption Model (PAM)-based policy campaigns using evidence-based strategies in select eligible jurisdictions in the County in the following funding categories:

- 1) Reduce Youth Access to Tobacco Products: New Tobacco Retail License;
- 2) Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail License;
- 3) Reduce Exposure to Secondhand Smoke in Multi-Unit Housing; and
- 4) Reduce Exposure to Secondhand Smoke in Outdoor Areas.

(required activities can be found in Appendix C Scope of Work):

Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail License

Contractors will implement a (PAM)-based policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible LAC jurisdiction to accomplish the goal of reducing youth access to tobacco products throughout jurisdictions in the County by passing and implementing a comprehensive Tobacco Retail License (TRL) ordinance. The TRL policy must include the following eight (8) primary policy provisions:

STATEMENT OF WORK

1. A requirement that all retailers who sell tobacco products obtain a license and renew it annually;
2. An annual licensing fee that fully covers all program costs, including administration and enforcement;
3. A clearly stated enforcement plan that includes compliance checks (e.g., 2 times per 12 months);
4. Coordination of tobacco regulations so that a violation of any existing local, state or federal tobacco regulation is a violation of the license;
5. Clearly stated penalties, including suspension and revocation of the license;
6. A requirement that each violation of the license results in a suspension of the privilege to sell tobacco products for an escalating period of time (e.g., 1st violation is 30 days, 2nd violation is 60 days, 3rd violation 90 days, etc.);
7. A minimum period of five (5) years that past violations will be tracked (the “look-back” period) for purposes of applying graduated penalties for additional violations; and
8. A definition of “Tobacco Product” that includes (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption; (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device; and (3) includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

In addition, the comprehensive TRL policy shall contain at least three (3) of the following six (6) secondary policy provisions:

1. A restriction on the sale of menthol and other flavored tobacco products, such as e-cigarettes, little cigars, cigarillos, hookah tobacco and wrappers. Flavor restrictions can include 1) complete prohibitions, 2) limiting such sales to adult-only tobacco stores and 3) buffer zones;
2. A requirement that no license may be issued to businesses that contain a pharmacy;

STATEMENT OF WORK

3. A requirement that little cigars and cigarillos must be sold in packages of a certain size (e.g., 10 or 20);
4. A requirement that no license may be issued to businesses that are within a specified distance of schools and or other youth-populated areas;
5. Limit the total number of available tobacco retail licenses (e.g., set the maximum number of retailers based on population size); and
6. Restrict all tobacco product sales to adult-only stores.

Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail License

Contractors will implement a (PAM)-based (See Section 1.4) policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible County jurisdiction (See Appendix Q-2) to accomplish the goal of reducing youth access to tobacco products throughout jurisdictions in the County by strengthening a TRL ordinance. The TRL Strengthening policy must include the following eight (8) primary policy provisions:

1. A restriction on the sale of menthol tobacco products and other flavored tobacco products, such as e-cigarettes, little cigars, cigarillos, hookah tobacco and wrappers. Flavor restrictions can include 1) complete prohibitions, and 2) limiting such sales to adult-only tobacco stores;
2. A requirement that no license may be issued to businesses that contain a pharmacy;
3. Establish minimum prices for certain tobacco products (e.g. cigarettes, cigars, little cigars, and cigarillos);
4. A requirement that little cigars and cigarillos must be sold in packages of a certain size (e.g., 10 or 20);
5. A requirement that no license may be issued to businesses that are within a specified distance of schools and other youth-populated areas (including colleges and universities);
6. A definition of "Tobacco Product" that includes (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption; (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device; and (3) any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. "Tobacco Product" does not include drugs, devices, or combination

STATEMENT OF WORK

products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act;

7. An annual licensing fee that fully covers all program costs, including administration and enforcement; and
8. A clearly stated enforcement plan that includes compliance checks (e.g., 3 times per 12 months).

In addition, the TRL Strengthening policy shall contain at least two (2) of the following five (5) secondary policy provisions:

1. Restrict all tobacco product sales to adult-only stores;
2. Prohibit the redemption of tobacco discounts or coupons;
3. A requirement that no new license may be issued to authorize tobacco retailing by businesses within a specified distance of an existing tobacco retailer;
4. Limit the total number of available tobacco retail licenses (e.g., set the maximum number of retailers based on population size); and
5. Compliance with state and local storefront signage and drug paraphernalia sales laws required to maintain a tobacco retail license.

Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing

Contractors must implement a PAM-based policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible LAC jurisdiction to accomplish the goal of reducing exposure to secondhand smoke (SHS) in multi-unit housing (MUH) throughout eligible County jurisdictions by passing and implementing a comprehensive smoke-free MUH ordinance. The comprehensive MUH policy must include the following twelve (12) primary policy provisions:

1. Includes market-rate apartments and condominiums;
2. Prohibits smoking in 100% of individual units, including balconies and patios;
3. Prohibits smoking in existing units (i.e., units constructed before the ordinance is passed);
4. Prohibits smoking in indoor common areas (e.g., hallways, laundry rooms, etc.);
5. Prohibits smoking in outdoor common areas (e.g., pool areas, patios, play areas, etc.);

STATEMENT OF WORK

6. Prohibits designated smoking areas or, alternatively, requires that any designated smoking area be located in a manner that protects nonsmoking residents and neighbors (e.g. requiring the designated smoking area be (1) located in an unenclosed area; (2) at least 25 feet from unenclosed areas primarily used by children and unenclosed areas with improvements that facilitate physical activity such as playgrounds, tennis courts, swimming pools, and school campuses; and (3) located so that smoke does not drift into an enclosed nonsmoking area);
7. A clearly stated enforcement plan with public education that includes information about available cessation resources;
8. A definition of “smoking” that means inhaling, exhaling, or caring any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation;
9. Includes a phase-in plan for the MUH policy over a designated period of time (e.g., 3 years), but does not allow for “grandfathering” (i.e. smoking must be prohibited in all units and for all individuals after the phase-in period ends);
10. Includes private citizen and local government enforcement;
11. Prohibits smoking in new units (i.e., units constructed after the ordinances is passed); and
12. Declares secondhand smoke a nuisance.

Note: the comprehensive MUH policy does not include secondary policy provisions.

Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas

Contractors must implement a PAM-based policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible LAC jurisdiction to accomplish the goal of reducing exposure to SHS in outdoor areas throughout jurisdictions in the County by passing and implementing a comprehensive smoke-free outdoor area ordinance. The comprehensive outdoor area policy must include the following five (5) primary policy provisions:

1. Prohibits smoking in outdoor dining areas (e.g., outdoor seating at restaurants, bars, etc.);
2. Prohibits smoking around doorways and operable windows of privately-owned buildings (e.g., 25 feet);

STATEMENT OF WORK

3. Prohibits smoking on sidewalks;
4. A definition of “smoke” that includes, but that is not limited to, tobacco smoke, electronic smoking device vapor and crack cocaine smoke; and
5. A definition of “smoking” that means inhaling, exhaling, or caring any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation.

In addition, the comprehensive smoke-free outdoor policy shall contain at least three (3) of the following six (6) secondary policy provisions:

1. Prohibit smoking in public parks (e.g., parks owned or controlled by a local government);
2. Prohibits smoking in outdoor service areas (e.g., bus stops, ticket lines, ATM lines, taxi stands);
3. Prohibits smoking in public and private golf courses;
4. Prohibits smoking at outdoor public events (e.g., farmers’ markets, fairs, concerts, etc.);
5. Prohibits smoking at outdoor worksites (e.g., outdoor construction areas);
6. Declares secondhand smoke a nuisance.

Upon successful completion of PAM-based campaign, DPH reserves the right to offer another eligible jurisdiction to implement a PAM-based campaign.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Manager for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

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4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 38, County's Quality Assurance Plan.

4.1 County Monitoring

Contract Monitoring visits will occur at least once each fiscal year (July 1 through June 30) to determine the completion of activities outlined in Exhibit B, Scope of Work. Documentation is required to substantiate the provision of services and reimbursements. Unsubstantiated and/or incomplete activities will be discussed and included as an area of deficiency in the Contract Discrepancy Report (CDR) as applicable. All areas of deficiency and/or technical assistance needs will require a written Plan of Corrective Action (POCA) where the Contractor must identify the steps to be taken to ensure the deficiencies do not reoccur. A POCA follow-up visit will occur in the next fiscal year.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during service hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.3 Monthly Meetings

Contractor is required to attend regular meetings with DPH staff as required and/or requested by DPH.

4.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

1. California Healthcare, Research and Prevention Tobacco Tax Act: Adopted in 2016 (Proposition 56) increased California's cigarette tax by \$2 per pack, and place equivalent taxes on products containing nicotine derived from tobacco, including electronic cigarettes (e-cigarettes).
2. California's Smoke-Free Workplace Law (Labor Code Section 6404.5): It is against the law to smoke, including the use of electronic smoking devices, in an

STATEMENT OF WORK

enclosed space at a place of employment or owner-operated business in the State of California.

3. Eligible jurisdiction: A city in Los Angeles County that has not adopted a tobacco retail license ordinance, a smoke-free multi-unit housing ordinance or a smoke-free outdoor area ordinance, and includes cities that do not have on-going tobacco control campaigns.
4. Jurisdiction: A city in Los Angeles County or an unincorporated area of Los Angeles County.
5. Midwest Academy Strategy Chart: A tool for linking elements in a complex policy campaign. Consists of five components which serve as a blueprint or roadmap to achieve the desired policy campaign outcome (e.g., adoption of a tobacco retail license).
6. Multi-Unit Housing: Includes market-rate apartments (including rent-stabilized units) and condominium complexes.
7. Policy Adoption Model (PAM): An easy-to-implement, step-by-step guide for tobacco control coalitions to facilitate policy adoption in local jurisdictions
8. Tobacco Retail License (TRL): A license that all businesses must obtain from the local government to sell tobacco products to consumers.
9. Tobacco Tax and Health Promotion Act: Adopted in 1988 (Proposition 99) increased excise taxes on cigarettes by \$0.25 per pack sold in the state.
10. Youth Purchase Surveys (YPS): A comprehensive “attempted to buy” protocol developed to assess rates of retailers willing to sell cigarettes to minors.

6.0 RESPONSIBILITIES

The County’s and the Contractor’s responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 23, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor’s performance in the daily operation of this Contract.

STATEMENT OF WORK

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alterations of Term/Amendments.

CONTRACTOR

6.2 Personnel

- 6.2.1 At least one (1) full-time equivalent FTE Project Coordinator responsible for project oversight including; planning and implementation of the policy campaign, such as identifying key decision makers, developing tactics and engaging media. The Project Coordinator will coordinate with DPH and prepare required administrative reports, invoices and documents. The Project Coordinator must have a Master's Degree from an accredited college or university in public health, public policy and/or social sciences OR three (3) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- 6.2.2 At least one (1) FTE Community Engagement Coordinator responsible for facilitating and implementing policy campaign activities, such as conducting key informant interviews, developing a Midwest Academy Strategy Chart, facilitating a local coalition and providing public testimony. The Community Engagement Coordinator must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR two (2) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- 6.2.3 Recommended: At least one (1) .5FTE Assistant Project Specialist to assist the Community Engagement Coordinator with facilitating and implementing policy campaign activities. The Assistant Project Specialist must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR one (1) year full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- 6.2.4 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.
- 6.2.5 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 DCDIP within thirty (30) calendar days of the Contract.

STATEMENT OF WORK

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

6.3 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.4 Training and Meetings

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

6.4.2 Contractor shall ensure that all its personnel providing services hereunder attend and complete the “New Contractor Orientation” training course.

6.4.3 Contractor shall ensure that all its personnel providing services hereunder attend the mandatory quarterly coalition for a Tobacco Free Los Angeles County meetings, the mandatory monthly Task Force Meetings, and all other mandatory meetings and trainings as required by DPH.

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

6.5 Contractor’s Office

Contractor shall maintain an office staffed by at least one employee who can respond to inquiries and complaints which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

Contractor shall be required to provide telephone and e-mail responses to the County’s Contract Manager or Program Analyst or designee Monday through Friday 8:00 a.m. to 5:00 p.m. Pacific Time.

7.0 GREEN INITIATIVES

STATEMENT OF WORK

- 7.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 7.2 Contractor shall notify County’s Contract Manager of Contractor’s new green initiatives prior to the contract commencement.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

| ACTIVITY | REQUIRED DOCUMENTATION | TIMELINE |
|---|---|---|
| Phase 1: Community Assessment | | |
| 1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: 1. The Funding Category, 2. The Eligible Jurisdiction, 3. The policy provisions where the PAM-based policy campaign will be implemented [including the eight (8) primary policy provisions, and a minimum of three (3) secondary policy provisions] . Part 2- Complete a personnel worksheet to identify the staff working on the project. | <ul style="list-style-type: none"> Completed Jurisdiction Selection Form and completed personnel worksheet (on file). | Effective upon Board approval |
| 1.2 Complete a minimum of five (5) DPH data collection trainings (minimum three (3) hours each) for all evaluation activities, including public opinion surveys, media record reviews, policy record reviews, key informant interviews, youth purchase surveys, and outcome surveys. | <ul style="list-style-type: none"> Agendas | Effective upon Board approval – December 31, 2018 |
| 1.3 Conduct a minimum of 900 to a maximum of 1200 public opinion surveys of constituents to gauge support for the policy campaign. | <ul style="list-style-type: none"> Completed public opinion surveys submitted electronically for quality assurance check and approval. Approval Email | Effective upon Board approval – May 31, 2019 |
| 1.4 Conduct a minimum of three (3) DPH approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign. | <ul style="list-style-type: none"> Completed pre-policy key informant interviews submitted electronically for approval. Approval Email | Effective upon Board approval – May 31, 2019 |
| 1.5 Conduct a total of three (3) policy record reviews (one (1) per year) to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed policy record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

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| 1.6 Conduct a total of three (3) media record reviews (one (1) per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed media record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval – June 30, 2021 |
| 1.7 Conduct two (2) to three (3) youth purchase survey protocol trainings (minimum three (3) hours) to a group of volunteer peer outreach workers and/or agency staff. | <ul style="list-style-type: none"> Sign-in sheets | October 1, 2018 – June 30, 2019 |
| 1.8 Complete 2-3 waves of pre-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices, observed before policy implementation. | <ul style="list-style-type: none"> Verified store checklist submitted electronically for approval. Approval Email | November 30, 2018 - July 31, 2019 |
| 1.9 Conduct two (2) to three (3) waves of pre-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed before policy implementation. | <ul style="list-style-type: none"> Sign-in sheets Completed youth purchase surveys submitted electronically for quality assurance check and approval. Approval Email | December 1, 2018 – August 31, 2019 |
| Phase 2: Policy Campaign Strategy | | |
| 2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment. | <ul style="list-style-type: none"> Document on Monthly Report | June 1, 2019 |
| 2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented. | <ul style="list-style-type: none"> Document on Monthly Report Approved Strategy Chart and Homework Approval Email | July 1, 2019 |
| 2.3 Complete and submit approved Strategy Chart updates. | <ul style="list-style-type: none"> Complete and submit approved Strategy Chart updates. Narrative Summary Approval Email | August 1, 2019 and January 1, 2020 |
| Phase 3: Coalition Building/Broadening | | |
| 3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign. | <ul style="list-style-type: none"> Document on Monthly Report | August 1, 2019 – July 31, 2020 |

Note: All Activities must follow a DPH approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

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| 3.2 Participate in a minimum of 15 DPH approved community events to gain community support for the policy campaign. | <ul style="list-style-type: none"> Event announcement/flyer and photos | August 1, 2019 – July 31, 2020 |
| 3.3 Conduct a minimum of 15 DPH approved educational presentations at group meetings to gain community support for the policy campaign. | <ul style="list-style-type: none"> Agenda Sign-in sheet (on file) | August 1, 2019 – July 31, 2020 |
| 3.4 Facilitate a minimum of 30 local coalition meetings to implement the policy campaign. | <ul style="list-style-type: none"> Meeting announcement Agenda Sign-in sheet Meeting minutes (on file) | August 1, 2019 – July 31, 2020 |
| Phase 4: Policy Campaign Implementation | | |
| 4.1 Organize and facilitate a minimum of 12 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue. | <ul style="list-style-type: none"> Document on Monthly Report | April 1, 2020 – December 31, 2020 |
| 4.2 Provide a minimum of six (6) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected. | <ul style="list-style-type: none"> Agenda Presentation Photos | April 1, 2020 – December 31, 2020 |
| 4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> Consumer Testing Data Consumer Testing Summary Report | April 1, 2020 – December 31, 2020 |
| Phase 5: Policy Implementation and Enforcement | | |
| 5.1 Conduct a minimum of three (3) DPH approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy. | <ul style="list-style-type: none"> Completed post-policy key informant interviews submitted electronically for approval. Approval Email | January 1, 2021 – June 30, 2021 |
| 5.2 Conduct two (2) to three (3) youth purchase survey protocol trainings (minimum three (3) hours) to a group of volunteer peer outreach workers and/or agency staff. | <ul style="list-style-type: none"> Sign-in sheets | January 1 - 31, 2021 |

Note: All Activities must follow a DPH approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

| | | |
|---|---|---------------------------------|
| 5.3 Complete two (2) to three (3) waves of post-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices observed after policy implementation. | <ul style="list-style-type: none"> • Verified store checklist submitted electronically for approval. • Approval Email | February 1 - 28, 2021 |
| 5.4 Conduct two (2) to three (3) waves of post-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed after policy implementation. | <ul style="list-style-type: none"> • Sign-in sheets • Completed youth purchase surveys submitted electronically for quality assurance check and approval. • Approval Email | March 1, 2021 – April 28, 2021 |
| 5.5 Facilitate a minimum of four (4) local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • Meeting minutes (on file) | January 1, 2021 – June 30, 2021 |
| 5.6 Organize and facilitate a minimum of four (4) one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Document on Monthly Report | January 1, 2021 – June 30, 2021 |
| 5.7 Provide a minimum of two (2) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy. | <ul style="list-style-type: none"> • Agenda • Presentation • Photos | January 1, 2021 – June 30, 2021 |
| 5.8 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report | January 1, 2021 – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

| Support Activities | | |
|--|---|---|
| S.1 Participate in DPH approved meetings and trainings, e.g.: 1. Monthly Task Force meetings (mandated) 2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated) 3. New Contractor Orientation Training (mandated) 4. Data Collection Trainings (mandated) 5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended) | <ul style="list-style-type: none"> Document on Monthly Report | Effective upon Board approval – June 30, 2021 |
| S.2 Participate in DPH approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California. | <ul style="list-style-type: none"> Agenda or Conference Brochure For conferences include: <ul style="list-style-type: none"> Copy of conference paid invoice registration receipt for each participant. Copy of hotel paid invoice receipt for each participant. Copy of airline paid invoice receipt for each participant. | Effective upon Board approval – June 30, 2021 |
| S.3 Meet with DPH staff for technical assistance. | <ul style="list-style-type: none"> Document on Monthly Report | Effective upon Board approval – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

| ACTIVITY | REQUIRED DOCUMENTATION | TIMELINE |
|---|---|---|
| Phase 1: Community Assessment | | |
| 1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: 1. The Funding Category, 2. The Eligible Jurisdiction, 3. The policy provisions where the PAM-based policy campaign will be implemented [including the eight (8) primary policy provisions, and a minimum of two (2) secondary policy provisions] . Part 2- Complete a personnel worksheet to identify the staff working on the project. | <ul style="list-style-type: none"> Completed Jurisdiction Selection Form and completed personnel worksheet (on file). | Effective upon Board approval |
| 1.2 Complete a minimum of five (5) DPH data collection trainings (minimum three (3) hours each) for all evaluation activities, including public opinion surveys, media record reviews, policy record reviews, key informant interviews, youth purchase surveys, and outcome surveys. | <ul style="list-style-type: none"> Agendas | Effective upon Board approval – December 31, 2018 |
| 1.3 Conduct a minimum of 900 to a maximum of 1200 public opinion surveys of constituents to gauge support for the policy campaign. | <ul style="list-style-type: none"> Completed public opinion surveys submitted electronically for quality assurance check and approval. Approval Email | Effective upon Board approval – May 31, 2019 |
| 1.4 Conduct a minimum of three (3) DPH approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign. | <ul style="list-style-type: none"> Completed pre-policy key informant interviews submitted electronically for approval. Approval Email | Effective upon Board approval – May 31, 2019 |
| 1.5 Conduct a total of three (3) policy record reviews (one (1) per year) to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed policy record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

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| 1.6 Conduct a total of three (3) media record reviews (one (1) per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed media record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval – June 30, 2021 |
| 1.7 Conduct two (2) to three (3) youth purchase survey protocol trainings (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff. | <ul style="list-style-type: none"> Sign-in sheets | October 1, 2018 – June 30, 2019 |
| 1.8 Complete two (2) to three (3) waves of pre-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices, observed before policy implementation. | <ul style="list-style-type: none"> Verified store checklist submitted electronically for approval. Approval Email | November 30, 2018 - July 31, 2019 |
| 1.9 Conduct two (2) to three (3) waves of pre-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed before policy implementation. | <ul style="list-style-type: none"> Sign-in sheets Completed youth purchase surveys submitted electronically for quality assurance check and approval. Approval Email | December 1, 2018 – August 31, 2019 |
| Phase 2: Policy Campaign Strategy | | |
| 2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment. | <ul style="list-style-type: none"> Document on Monthly Report | June 1, 2019 |
| 2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented. | <ul style="list-style-type: none"> Document on Monthly Report Approved Strategy Chart and Homework Approval Email | July 1, 2019 |
| 2.3 Complete and submit approved Strategy Chart updates. | <ul style="list-style-type: none"> Complete and submit approved Strategy Chart updates. Narrative Summary Approval Email | August 1, 2019 and January 1, 2020 |
| Phase 3: Coalition Building/Broadening | | |
| 3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign. | <ul style="list-style-type: none"> Document on Monthly Report | August 1, 2019 – July 31, 2020 |

Note: All Activities must follow a DPH approved protocol

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

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| 3.2 Participate in a minimum of 15 DPH approved community events to gain community support for the policy campaign. | <ul style="list-style-type: none"> Event announcement/flyer and photos | August 1, 2019 – July 31, 2020 |
| 3.3 Conduct a minimum of 15 DPH approved educational presentations at group meetings to gain community support for the policy campaign. | <ul style="list-style-type: none"> Agenda Sign-in sheet (on file) | August 1, 2019 – July 31, 2020 |
| 3.4 Facilitate a minimum of 30 local coalition meetings to implement the policy campaign. | <ul style="list-style-type: none"> Meeting announcement Agenda Sign-in sheet Meeting minutes (on file) | August 1, 2019 – July 31, 2020 |
| Phase 4: Policy Campaign Implementation | | |
| 4.1 Organize and facilitate a minimum of 12 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue. | <ul style="list-style-type: none"> Document on Monthly Report | April 1, 2020 – December 31, 2020 |
| 4.2 Provide a minimum of six (6) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected. | <ul style="list-style-type: none"> Agenda Presentation Photos | April 1, 2020 – December 31, 2020 |
| 4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> Consumer Testing Data Consumer Testing Summary Report | April 1, 2020 – December 31, 2020 |
| Phase 5: Policy Implementation and Enforcement | | |
| 5.1 Conduct a minimum of three (3) DPH approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy. | <ul style="list-style-type: none"> Completed post-policy key informant interviews submitted electronically for approval. Approval Email | January 1, 2021 – June 30, 2021 |
| 5.2 Conduct two (2) to three (3) youth purchase survey protocol trainings (minimum three (3) hours) to a group of volunteer peer outreach workers and/or agency staff. | <ul style="list-style-type: none"> Sign-in sheets | January 1 - 31, 2021 |

Note: All Activities must follow a DPH approved protocol

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

| | | |
|---|---|---------------------------------|
| 5.3 Complete two (2) to three (3) waves of post-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices observed after policy implementation. | <ul style="list-style-type: none"> • Verified store checklist submitted electronically for approval. • Approval Email | February 1 - 28, 2021 |
| 5.4 Conduct two (2) to three (3) waves of post-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed after policy implementation. | <ul style="list-style-type: none"> • Sign-in sheets • Completed youth purchase surveys submitted electronically for quality assurance check and approval. • Approval Email | March 1, 2021 – April 28, 2021 |
| 5.5 Facilitate a minimum of four (4) local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • Meeting minutes (on file) | January 1, 2021 – June 30, 2021 |
| 5.6 Organize and facilitate a minimum of four (4) one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Document on Monthly Report | January 1, 2021 – June 30, 2021 |
| 5.7 Provide a minimum of two (2) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy. | <ul style="list-style-type: none"> • Agenda • Presentation • Photos | January 1, 2021 – June 30, 2021 |
| 5.8 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report | January 1, 2021 – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing youth access to tobacco products.

| Support Activities | | |
|--|---|---|
| S.1 Participate in DPH approved meetings and trainings, e.g.: 1. Monthly Task Force meetings (mandated) 2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated) 3. New Contractor Orientation Training (mandated) 4. Data Collection Trainings (mandated) 5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended) | <ul style="list-style-type: none"> Document on Monthly Report | Effective upon Board approval – June 30, 2021 |
| S.2 Participate in DPH approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California. | <ul style="list-style-type: none"> Agenda or Conference Brochure For conferences include: <ul style="list-style-type: none"> Copy of conference paid invoice registration receipt for each participant. Copy of hotel paid invoice receipt for each participant. Copy of airline paid invoice receipt for each participant. | Effective upon Board approval – June 30, 2021 |
| S.3 Meet with DPH staff for technical assistance. | <ul style="list-style-type: none"> Document on Monthly Report | Effective upon Board approval – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

| ACTIVITY | REQUIRED DOCUMENTATION | TIMELINE |
|---|---|---|
| Phase 1: Community Assessment | | |
| 1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: 1. The Funding Category, 2. The Eligible Jurisdiction, 3. The policy provisions where the PAM-based policy campaign will be implemented [including the twelve (12) primary policy provisions] . Part 2- Complete a personnel worksheet to identify the staff working on the project. | <ul style="list-style-type: none"> Completed Jurisdiction Selection Form and completed personnel worksheet (on file). | Effective upon Board approval |
| 1.2 Complete a minimum of five (5) DPH data collection trainings (minimum three (3) hours each) for all evaluation activities, including public opinion surveys, media record reviews, policy record reviews, key informant interviews, and outcome surveys. | <ul style="list-style-type: none"> Agendas | Effective upon Board approval - December 31, 2018 |
| 1.3 Conduct a minimum of 900 to a maximum of 1200 public opinion surveys of constituents to gauge support for the policy campaign. | <ul style="list-style-type: none"> Completed public opinion surveys submitted electronically for quality assurance check and approval. Approval Email | Effective upon Board approval - May 31, 2019 |
| 1.4 Conduct a minimum of three (3) DPH approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign. | <ul style="list-style-type: none"> Completed pre-policy key informant interviews submitted electronically for approval. Approval Email | Effective upon Board approval - May 31, 2019 |
| 1.5 Conduct a total of three (3) policy record reviews (one (1) per year) to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed policy record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval - June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

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| 1.6 Conduct a total of three (3) media record reviews (one (1) per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed media record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval - June 30, 2021 |
| 1.7 Complete pre-policy MUH site observation surveys to document the presence of smoking from tobacco products observed before adoption of the policy. | <ul style="list-style-type: none"> Verified MUH checklist Completed site observation survey submitted electronically for quality assurance check and approval. Approval Email | October 1, 2018 - May 31, 2019 |
| 1.8 Complete a pre-policy MUH outcome survey to assess the percentage of signed lease agreements containing smoke-free multi-unit housing provisions observed before adoption of the policy. | <ul style="list-style-type: none"> Verified MUH checklist Completed outcome survey submitted electronically for quality assurance check and approval. Approval Email | October 1, 2018 - May 31, 2019 |
| Phase 2: Policy Campaign Strategy | | |
| 2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment. | <ul style="list-style-type: none"> Document on Monthly Report | June 1, 2019 |
| 2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented. | <ul style="list-style-type: none"> Document on Monthly Report Approved Strategy Chart and Homework Approval Email | July 1, 2019 |
| 2.3 Complete and submit approved Strategy Chart updates. | <ul style="list-style-type: none"> Complete and submit approved Strategy Chart updates. Narrative Summary Approval Email | August 1, 2019 and January 1, 2020 |
| Phase 3: Coalition Building/Broadening | | |
| 3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign. | <ul style="list-style-type: none"> Document on Monthly Report | August 1, 2019 - July 31, 2020 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

| | | |
|---|---|-----------------------------------|
| 3.2 Participate in a minimum of 15 DPH approved community events to gain community support for the policy campaign. | <ul style="list-style-type: none"> Event announcement/flyer and photos | August 1, 2019 - July 31, 2020 |
| 3.3 Conduct a minimum of 15 DPH approved educational presentations at group meetings to gain community support for the policy campaign. | <ul style="list-style-type: none"> Agenda Sign-in sheet (on file) | August 1, 2019 - July 31, 2020 |
| 3.4 Facilitate a minimum of 30 local coalition meetings to implement the policy campaign. | <ul style="list-style-type: none"> Meeting announcement Agenda Sign-in sheet Meeting minutes (on file) | August 1, 2019 - July 31, 2020 |
| Phase 4: Policy Campaign Implementation | | |
| 4.1 Organize and facilitate a minimum of 12 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue. | <ul style="list-style-type: none"> Document on Monthly Report | April 1, 2020 - December 31, 2020 |
| 4.2 Provide a minimum of six (6) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected. | <ul style="list-style-type: none"> Agenda Presentation Photos | April 1, 2020- December 31, 2020 |
| 4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> Consumer Testing Data Consumer Testing Summary Report | April 1, 2020 – December 31, 2020 |
| Phase 5: Policy Implementation and Enforcement | | |
| 5.1 Conduct a minimum of three (3) DPH approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy. | <ul style="list-style-type: none"> Completed post-policy key informant interviews submitted electronically for approval. Approval Email | January 1, 2021 – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

| | | |
|--|--|---------------------------------|
| 5.2 Complete post-policy MUH site observation surveys to document the presence of smoking from tobacco products observed after adoption of the policy. | <ul style="list-style-type: none"> • Verified MUH checklist • Completed site observation survey submitted electronically for quality assurance check and approval. • Approval Email | January 1, 2021 – June 30, 2021 |
| 5.3 Complete a post-policy MUH outcome survey to assess the percentage of signed lease agreements containing smoke-free multi-unit housing provisions observed after adoption of the policy. | <ul style="list-style-type: none"> • Verified MUH checklist • Completed outcome survey submitted electronically for quality assurance check and approval. • Approval Email | January 1, 2021 – June 30, 2021 |
| 5.4 Facilitate a minimum of four (4) local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • Meeting minutes (on file) | January 1, 2021 – June 30, 2021 |
| 5.5 Organize and facilitate a minimum of four (4) one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Document on Monthly Report | January 1, 2021 – June 30, 2021 |
| 5.6 Provide a minimum of two (2) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy. | <ul style="list-style-type: none"> • Agenda • Presentation • Photos | January 1, 2021 – June 30, 2021 |
| 5.7 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report | January 1, 2021 – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

| Support Activities | | |
|--|---|---|
| S.1 Participate in DPH approved meetings and trainings, e.g.: 1. Monthly Task Force meetings (mandated) 2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated) 3. New Contractor Orientation Training (mandated) 4. Data Collection Trainings (mandated) 5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended) | <ul style="list-style-type: none"> Document on Monthly Report | Effective upon Board approval – June 30, 2021 |
| S.2 Participate in DPH approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California. | <ul style="list-style-type: none"> Agenda or Conference Brochure For conferences include: <ul style="list-style-type: none"> Copy of conference paid invoice registration receipt for each participant. Copy of hotel paid invoice receipt for each participant. Copy of airline paid invoice receipt for each participant. | Effective upon Board approval – June 30, 2021 |
| S.3 Meet with DPH staff for technical assistance. | <ul style="list-style-type: none"> Document on Monthly Report | Effective upon Board approval – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

| ACTIVITY | REQUIRED DOCUMENTATION | TIMELINE |
|--|---|---|
| Phase 1: Community Assessment | | |
| 1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: 1. The Funding Category, 2. The Eligible Jurisdiction, 3. The policy provisions where the PAM-based policy campaign will be implemented [including the five (5) primary policy provisions, and a minimum of three (3) secondary policy provisions] . Part 2- Complete a personnel worksheet to identify the staff working on the project. | <ul style="list-style-type: none"> Completed Jurisdiction Selection Form and completed personnel worksheet (on file). | Effective upon Board approval |
| 1.2 Complete a minimum of five (5) DPH data collection trainings (minimum three (3) hours each) for all evaluation activities, including public opinion surveys, media record reviews, policy record reviews, key informant interviews, and outcome surveys. | <ul style="list-style-type: none"> Agendas | Effective upon Board approval – December 31, 2018 |
| 1.3 Conduct a minimum of 900 to a maximum of 1200 public opinion surveys of constituents to gauge support for the policy campaign. | <ul style="list-style-type: none"> Completed public opinion surveys submitted electronically for quality assurance check and approval. Approval Email | Effective upon Board approval – May 31, 2019 |
| 1.4 Conduct a minimum of three (3) DPH approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign. | <ul style="list-style-type: none"> Completed pre-policy key informant interviews submitted electronically for approval. Approval Email | Effective upon Board approval – May 31, 2019 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

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| 1.5 Conduct a total of three (3) policy record reviews (one (1) per year) to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed policy record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval – June 30, 2021 |
| 1.6 Conduct a total of three (3) media record reviews (one (1) per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition. | <ul style="list-style-type: none"> Completed media record review form and supporting documents submitted electronically for approval. Approval Email | Effective upon Board approval – June 30, 2021 |
| 1.7 Conduct a Tobacco Litter clean-up survey protocol training (minimum three (3) hours) to a group of volunteer peer outreach workers and/or agency staff (minimum of 10 participants). | <ul style="list-style-type: none"> Sign-in sheet | October 1, 2018 – November 1, 2018 |
| 1.8 Conduct Tobacco Litter clean-up for the policy campaign to determine the extent of butt litter in parks. | <ul style="list-style-type: none"> Sign-in sheet Butt-litter report Photos | November 1, 2018 – January 31, 2019 |
| 1.9 Complete a pre-policy outdoor dining site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed before adoption of the policy. | <ul style="list-style-type: none"> Verified outdoor dining checklist, completed site observation survey submitted electronically for quality assurance check and approval. Approval Email | February 1, 2019 – May 31, 2019 |
| 1.10 Complete pre-policy recreational area site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed before adoption of the policy. | <ul style="list-style-type: none"> Verified recreational area checklist, completed site observation survey submitted electronically for quality assurance check and approval. Approval Email | February 1, 2019 – May 31, 2019 |
| Phase 2: Policy Campaign Strategy | | |
| 2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment. | <ul style="list-style-type: none"> Document on Monthly Report | June 1, 2019 |
| 2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented. | <ul style="list-style-type: none"> Document on Monthly Report Approved Strategy Chart and Homework Approval Email | July 1, 2019 |

Note: All Activities must follow a DPH approved protocol.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

| | | |
|---|---|------------------------------------|
| 2.3 Complete and submit approved Strategy Chart updates. | <ul style="list-style-type: none"> Complete and submit approved Strategy Chart updates. Narrative Summary Approval Email | August 1, 2019 and January 1, 2020 |
| Phase 3: Coalition Building/Broadening | | |
| 3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign. | <ul style="list-style-type: none"> Document on Monthly Report | August 1, 2019 – July 31, 2020 |
| 3.2 Participate in a minimum of 15 DPH approved community events to gain community support for the policy campaign. | <ul style="list-style-type: none"> Event announcement/flyer and photos | August 1, 2019 – July 31, 2020 |
| 3.3 Conduct a minimum of 15 DPH approved educational presentations at group meetings to gain community support for the policy campaign. | <ul style="list-style-type: none"> Agenda Sign-in sheet (on file) | August 1, 2019 – July 31, 2020 |
| 3.4 Facilitate a minimum of 30 local coalition meetings to implement the policy campaign. | <ul style="list-style-type: none"> Meeting announcement Agenda Sign-in sheet Meeting minutes (on file) | August 1, 2019 – July 31, 2020 |
| Phase 4: Policy Campaign Implementation | | |
| 4.1 Organize and facilitate a minimum of 12 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue. | <ul style="list-style-type: none"> Document on Monthly Report | April 1, 2020 – December 31, 2020 |
| 4.2 Provide a minimum of six (6) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected. | <ul style="list-style-type: none"> Agenda Presentation Photos | April 1, 2020 – December 31, 2020 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

| | | |
|--|--|-----------------------------------|
| 4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report | April 1, 2020 – December 31, 2020 |
| Phase 5: Policy Implementation and Enforcement | | |
| 5.1 Conduct a minimum of three (3) DPH approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy. | <ul style="list-style-type: none"> • Completed post-policy key informant interviews submitted electronically for approval. • Approval Email | January 1, 2021 – June 30, 2021 |
| 5.2 Complete a post-policy outdoor dining site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed after adoption of the policy. | <ul style="list-style-type: none"> • Verified outdoor dining checklist, completed site observation survey submitted electronically for quality assurance check and approval. • Approval Email | January 1, 2021 – June 30, 2021 |
| 5.3 Complete post-policy recreational area site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed after adoption of the policy. | <ul style="list-style-type: none"> • Verified recreational area checklist, completed site observation survey submitted electronically for quality assurance check and approval. • Approval Email | January 1, 2021 – June 30, 2021 |
| 5.4 Facilitate a minimum of four (4) local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Meeting announcement • Agenda • Sign-in sheet • Meeting minutes (on file) | January 1, 2021 – June 30, 2021 |
| 5.5 Organize and facilitate a minimum of four (4) one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy. | <ul style="list-style-type: none"> • Document on Monthly Report | January 1, 2021 – June 30, 2021 |
| 5.6 Provide a minimum of two (2) educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy. | <ul style="list-style-type: none"> • Agenda • Presentation • Photos | January 1, 2021 – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas
 SCOPE OF WORK
 July 1, 2018 – June 30, 2021
 Jurisdiction: X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in outdoor areas.

| | | |
|---|---|---|
| 5.7 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign. | <ul style="list-style-type: none"> • Consumer Testing Data • Consumer Testing Summary Report | January 1, 2021 – June 30, 2021 |
| Support Activities | | |
| S.1 Participate in DPH approved meetings and trainings, e.g.: <ol style="list-style-type: none"> 1. Monthly Task Force meetings (mandated) 2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated) 3. New Contractor Orientation Training (mandated) 4. Data Collection Trainings (mandated) 5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended) | <ul style="list-style-type: none"> • Document on Monthly Report | Effective upon Board approval – June 30, 2021 |
| S.2 Participate in DPH approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California. | <ul style="list-style-type: none"> • Agenda or Conference Brochure • For conferences include: <ul style="list-style-type: none"> ○ Copy of conference paid invoice registration receipt for each participant. ○ Copy of hotel paid invoice receipt for each participant. ○ Copy of airline paid invoice receipt for each participant. | Effective upon Board approval – June 30, 2021 |
| S.3 Meet with DPH staff for technical assistance. | <ul style="list-style-type: none"> • Document on Monthly Report | Effective upon Board approval – June 30, 2021 |

Note: All Activities must follow a DPH approved protocol.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004
BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

Budgets should not exceed \$250,000 per term:

- Year 1: July 1, 2018 – June 30, 2019
- Year 2: July 1, 2019 – June 30, 2020
- Year 3: July 1, 2020 – June 30, 2021

Budget Justification Instructions

Proposer must submit three (3) budgets and three (3) corresponding budget justifications reflective of three (3) twelve-month periods, as identified above.

Utilizing the Line-Item Budget Summary Template (Appendix D, Attachment A-I, A-II, and A-III), Proposer must provide a line-item budget and brief budget justification that includes the following line-items:

- a. Full-Time and Part-Time Salaries (Proposers are advised that salaries and employee benefits provided on the budget should **only** include staff who will be providing services under any resultant Contract);
- b. Employee Benefits;
- c. Operating Expenses;
- d. Equipment;
- e. Travel & Mileage;
- f. Other Costs; and
- g. Indirect Cost.

Proposer must refer to Attachment I of Appendix D for budget/line-item categories and budget guidance.

In addition, the Proposer must provide a brief budget justification for each of the amounts entered on the budget. The budget justification narrative must provide sufficient detail to enable the reviewer to determine how they arrived at each proposed cost and how each line item will assist in providing the proposed program services.

The budget and budget justification **must**:

1. Be submitted utilizing the format provided and include accurate calculations (refer to Appendix D, Attachment A-I, A-II, and A-III);
2. Budget Justification must be clear and in line with the line-item budget and explain how each of the costs fiscally supports the activities in Appendix B, Statement of Work, and Appendix C, Scopes of Work, staffing requirements, organizational requirements, necessary supplies, and any one-time costs;
3. Be feasible and cost-effective for the required quantity and quality of activities in Appendix B, Statement of Work, and Appendix C, Scopes of Work;

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004

4. Include the following staff:

- a. Project Coordinator: At least one (1) full-time equivalent (FTE) Project Coordinator responsible for project oversight including; planning and implementation of the policy campaign, such as identifying key decision makers, developing tactics and engaging media. The Project Coordinator will coordinate with DPH and prepare required administrative reports, invoices and documents. The Project Coordinator must have a Master's Degree from an accredited college or university in public health, public policy and/or social sciences OR three (3) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- b. Community Engagement Coordinator: At least one (1) FTE Community Engagement Coordinator responsible for facilitating and implementing policy campaign activities, such as conducting key informant interviews, developing a Midwest Academy Strategy Chart, facilitating a local coalition and providing public testimony. The Community Engagement Coordinator must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR two (2) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- c. Assistant Project Specialist (Recommended): At least one (1) .5 FTE Assistant Project Specialist to assist the Community Engagement Coordinator with facilitating and implementing policy campaign activities. The Assistant Project Specialist must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR one (1) year full-time experience in the fields of public health, public policy and/or community organizing/advocacy.

5. Provide operating costs that are consistent with the quantity and type of activities to be performed and appropriate in terms of the scope of the project.

Budget Categories

- A. **Salaries (Full-Time and Part-Time)**. List each position by job title and identify the name of the person assigned to that position. If the position has not yet been filled please indicate TBD (to be determined). For each position identify the job duties relating it to specific program objectives.
- B. **Employee Benefits**. Identify the method used to calculate the employee benefits percentage rate. List each employee benefit and its appropriate percentage rate.
- C. **Operating Expenses**. Identify and briefly describe the operating expenses necessary for the performance of the program. **Operating expenses include the following: rent/lease, utilities, office supplies, postage & handling, duplicating, and communications.** The narrative should describe how costs relate specifically for the delivery of the services and should assist your agency in meeting the scope of work objectives.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004

- D. **Equipment.** Identify and briefly describe the equipment expenses necessary for the performance of the project. **Equipment expenses include the following: IT equipment, software and accessories.** The narrative should describe how costs relate specifically for the delivery of the services and should assist your agency in meeting the scope of work objectives.
- E. **Travel & Mileage.** Travel pertains to in-state (other than County of Los Angeles) trips. Briefly describe all travel-related costs. Give the purpose of the trip, destination, and the title(s) of persons who will be taking the trip. Include cost calculations. **NOTE: Only employees identified in Section A of this budget will be allowed to travel.**
- F. **Other Costs.** Briefly describe and justify any non-routine or onetime expenses that will be necessary for the performance of the contract. **Other Costs include the following: Educational Materials, Advocacy Campaign Materials, Behavior Modification Materials, and Event Costs.** The narrative should describe how costs relate specifically for the delivery of the services and should assist your agency in meeting the scope of work objectives. Include cost calculations.
- G. **Indirect Cost.** Indirect cost or administrative overhead are costs that are incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs may include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel, etc.

Indirect Costs may be charge as follow:

- Agencies that have a federally approved indirect Cost;
 - Modified direct costs, may charge your approved rate not to exceed 15%.
 - Total personnel costs, may charge your approved rate not to exceed 25%.
- Agencies without a federally approved rate:
 - May charge up to 10% of total direct costs.

- H. **Total Program Budget:** (Add Total Budget Amounts for Budget Categories A – G)

NOTE: If recommended for funding, the Proposer will be asked to provide a detailed line-item budget and additional justification in the narrative. Proposer may also be required to modify proposed budget, budget justification, and/or SOW.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004

BUDGET GUIDANCE

| | |
|--|---|
| A. SALARIES | |
| Full Time Employees <ul style="list-style-type: none"> Position title and Name | |
| Part Time Employees <ul style="list-style-type: none"> Additional program staff: Position title and Name When percentage of Full Time Equivalent varies from month to month, must include a range. | |
| B. EMPLOYEE BENEFITS | |
| Fringe Benefits <ul style="list-style-type: none"> Full-Time Employee Benefits Part-Time Employee Benefits If applicable, identify and document any personnel not receiving any Fringe Benefits. | |
| C. OPERATING EXPENSES | |
| Rent/Lease <ul style="list-style-type: none"> Maximum of 150 square feet per Full Time Equivalent Reasonable square footage for common space such as conference rooms, break room, restroom, storage, etc. Utilities Office Supplies <ul style="list-style-type: none"> Paper, toner, pens, pencils, highlighters, notebooks, binders, file folders, staplers, staples, scissors, tape, etc. Postage & Handling <ul style="list-style-type: none"> Overnight express mail is allowable cost. | Printing and Duplication <ul style="list-style-type: none"> Printing of handouts, flyers, etc. (will depend on target population) Tobacco Education Clearinghouse of California is a statewide project funded by CDPH/CTCP can be used to develop educational materials with pre-approved messages and clip art at no-cost and in collaborations with DPH staff. Communications <ul style="list-style-type: none"> Telephone lines monthly fee Internet provider monthly fee |
| D. EQUIPMENT | |
| IT Equipment and Equipment <ul style="list-style-type: none"> Desktop computers (Requires DPH Approval) Laptop computers - (Requires DPH Approval) Cell phone purchase and monthly fee (Requires DPH Approval) Desks, chairs | Software & Accessories <ul style="list-style-type: none"> Printers (Requires DPH Approval) Scanners (Requires DPH Approval) |
| E. TRAVEL & MILEAGE | |
| Travel <ul style="list-style-type: none"> Capital Information & Education Days <ul style="list-style-type: none"> Airfare, lodging, meals Youth Quest <ul style="list-style-type: none"> Airfare, lodging, meals Additional trainings or conferenced recommended by DPH which may require travel to Sacramento, CA.* <ul style="list-style-type: none"> Airfare, lodging, meals <p><i>*Note: Proposers recommend for a contract will be required to adhere to CDPH/CTCP Travel Reimbursement guidelines.</i></p> | Mileage <ul style="list-style-type: none"> Mileage for program staff (DPH meetings, local mileage for program staff and trainings) Parking reimbursement |
| F. OTHER COSTS | |
| Tobacco Educational Materials <ul style="list-style-type: none"> DPH approved tobacco education materials: <ul style="list-style-type: none"> Tobacco posters and display materials Tobacco education models (e.g. lung, dental, and tar models) Tobacco Educational Incentives: <ul style="list-style-type: none"> Tobacco education-specific: T-shirts, bags, lip-balms, stress-balls, key-chains, etc. Other materials approved by DPH | Behavior Modification Materials <ul style="list-style-type: none"> Gift Cards (prior approval needed) Event Costs <ul style="list-style-type: none"> Booth fees for approved community events (prior approval needed) |
| G. INDIRECT COSTS* | |
| Agencies that have a federally approved: <ul style="list-style-type: none"> Modified direct costs, may charge your approved rate not to exceed 15%. Total personnel costs, may charge your approved rate not to exceed 25%. Agencies without a federally approved rate: <ul style="list-style-type: none"> May change up to 10% of total direct costs. <p><i>*Note: Proposers recommended for a contract will be provided with further guidance and clarification for charging Indirect costs.</i></p> | |

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004

LINE-ITEM BUDGET SUMMARY TEMPLATE

Year 1: July 1, 2018 – June 30, 2019

| | | |
|--|-----------------------------|-----------|
| A. SALARIES | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| B. EMPLOYEE BENEFITS | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| C. OPERATING EXPENSES | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| D. EQUIPMENT | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| E. TRAVEL & MILEAGE | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| F. OTHER COSTS | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| G. INDIRECT COST | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| H. TOTAL PROGRAM BUDGET: | | \$ |

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004

LINE-ITEM BUDGET SUMMARY TEMPLATE

Year 2: July 1, 2019 – June 30, 2020

| | | |
|--|-----------------------------|-----------|
| A. SALARIES | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| B. EMPLOYEE BENEFITS | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| C. OPERATING EXPENSES | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| D. EQUIPMENT | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| E. TRAVEL & MILEAGE | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| F. OTHER COSTS | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| G. INDIRECT COST | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| H. TOTAL PROGRAM BUDGET: | | \$ |

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004

LINE-ITEM BUDGET SUMMARY TEMPLATE

Year 3: July 1, 2020 – June 30, 2021

| | | |
|--|-----------------------------|-----------|
| A. SALARIES | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| B. EMPLOYEE BENEFITS | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| C. OPERATING EXPENSES | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| D. EQUIPMENT | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| E. TRAVEL & MILEAGE | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| F. OTHER COSTS | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| G. INDIRECT COST | TOTAL BUDGET AMOUNT: | \$ |
| Write a brief narrative justification <i>(use additional sheets as needed)</i> : | | |
| H. TOTAL PROGRAM BUDGET: | | \$ |

APPENDIX E

REQUIRED FORMS

FOR

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY

RFP #2018-004

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

**APPENDIX E
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REQUIRED FORMS**

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BUSINESS FORMS

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- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS
- 6 CERTIFICATION OF NO CONFLICT OF INTEREST
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**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 1

**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND COMMUNITY BUSINESS
ENTERPRISE (CBE) INFORMATION**

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) _____

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. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**

If yes, complete:

| Name | County of Registration | Year became DBA |
|------|------------------------|-----------------|
|------|------------------------|-----------------|

| | | |
|--|--|--|
| | | |
| | | |

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☐ **No**

If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☐ **No**

If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

☐ **Yes** ☐ **No** If yes, provide information:

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 1

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Mandatory Requirements as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

| | | |
|--|-----------------------------|--|
| 1. Proposer must have: | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | At least one (1) year experience within the last (5) five years in health policy advocacy or prevention interventions. |
| 2. Proposer must be one of the following: | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | A non-profit organization that is certified by the Federal Internal Revenue Services as a 501(c)3 organization and has been in business for a minimum of five (5) years; |
| or | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | A California private, for-profit organization that has been in business for more than two (2) years. |
| 3. The proposer must have: | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | A business office in operation located in Los Angeles County. |
| | | Provide address: |
| 5. The proposer must attach a Certification of Non-Acceptance of Tobacco Funds (Appendix R): | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Proposer certifies that it does not accept funds from nor have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <u>Certification for University/Colleges ONLY</u> Proposer certifies that the Principal Investigator, or any investigator of the university or college 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 from release date of this Request for Proposal. |

Dated: _____

Proposer Name

Proposer Official Title

Official's Signature

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 1

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

| Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____ | | | | | | |
|--|--|--------|----------|--------|-------|--------|
| Total Number of Employees (including owners): _____ | | | | | | |
| Race/Ethnic Composition of Firm. 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 | | | | | | |

- II. 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 | % | % | % | % | % | % |

- III. 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 | Disadvantaged | Disabled Veteran | Other |
|-------------|----------|-------|---------------|------------------|-------|
| | | | | | |
| | | | | | |

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.

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

| | | | |
|---|----------------|--|--|
| PROPOSER NAME: | | COUNTY WEBVEN NUMBER: | |
| ADDRESS: | | DUNS NUMBER: CAGE NUMBER: | |
| PHONE NUMBER: | E-MAIL: | | |
| INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: | | CALIFORNIA BUSINESS LICENSE NUMBER: | |
| PROPOSER OFFICIAL NAME AND TITLE (PRINT): | | | |
| SIGNATURE | | DATE | |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

**REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: _____

List five (5) References where the same or similar scope of services were provided through a contractual relationship in which Proposer received grant funding for services.

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service in Los Angeles County within the last five (5) years. Use additional sheets if necessary.

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

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

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS – EXHIBIT 5

PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS

Name of Contractor: _____

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

| Name | Date | Case | Pending Litigation | Judgment | Size and Scope |
|------|------|------|--------------------|----------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

**REQUIRED FORMS - EXHIBIT 6
CERTIFICATION OF NO CONFLICT OF INTEREST**

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 7

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

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

Signature: _____ Date: _____

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 8

Use this form for County Solicitations **Not** subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INTENTIONALLY OMITTED

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

**REQUIRED FORMS - EXHIBIT 9
PROPOSER'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 10

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

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

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 provide DPSS with all job openings and job requirements 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's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 11

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

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

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

**REQUIRED FORMS - EXHIBIT 12-15: COST FORMS
*INTENTIONALLY OMITTED***

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 16-20: LIVING WAGE FORMS

INTENTIONALLY OMITTED

REQUIRED FORMS - EXHIBIT 21
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

Please Print Name and Title of Signer

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 22

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

| |
|--|
| |
| |

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

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 23

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

| | | |
|--|----------------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Email address: | |
| Solicitation/Contract for _____ Services | | |

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 24

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

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

Understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for Comprehensive Tobacco Control Services in Los Angeles County, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP, including the Sample Scope of Work, and any addenda thereto.

Signature of Authorized Representative of
Proposing/Contracting Entity

Date

Print Name

Title

☐ **Check here if the Proposer has exceptions to the County's terms, conditions, and requirements and attach the information below:**

For each exception, the Proposer shall provide:

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

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

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

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

REQUIRED FORMS - EXHIBIT 25

VENDOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Vendor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, vendor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS

**Documentation
Available**

- | | | |
|---|--|--|
| 1) Will County data stored on your workstation(s) be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Will County data stored on your laptop(s) be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Will County data stored on removable media be encrypted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Will County data be encrypted when transmitted? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6) Will County data be stored on remote servers*? *cloud storage, Software-as-a-Service or SaaS | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Vendor Name

Vendor Official Title

Official's Signature

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

REQUIRED FORMS - EXHIBIT 26

PROPOSED JURISDICTION LIST

| | |
|--------------------------------|--|
| Proposer's/Agency Name: | |
|--------------------------------|--|

SECTION A: PROPOSER'S AUTHORIZED PERSON AND SIGNATURE (Identify the person authorized to sign on behalf of the Proposer and to bind the applicant in the Contract.)

| | |
|-----------------------|------------------------|
| Name: | Title: |
| Email: | Phone #: |
| Mailing Address: | City, State, Zip Code: |
| Signature (blue ink): | Date of Signature: |

INSTRUCITONS:

Select only one (1) Funding Category and identify six (6) eligible jurisdictions from the corresponding Appendix Q, as identified in Section B below, where the PAM-based policy campaign could take place. Proposers recommended for a contract will provide services in a minimum of two (2) jurisdictions. The list below will be utilized for contract negotiations to determine the cities where services may be provided. The County retains the right to assign eligible jurisdictions, in its sole discretion, if it is in the best interests of the County to address a geographical need.

SECTION B: Indicate the funding category (select ONLY one) for which the Proposal is submitted:

| | | | |
|--------------------------|--|--------------------------|---|
| <input type="checkbox"/> | Funding Category 1: Reduce Youth Access to Products: New Tobacco Retail License (See Appendix Q-1 for list of eligible jurisdictions) | <input type="checkbox"/> | Funding Category 2: Reduce Youth Access to Products: Strengthen Tobacco Retail License (See Appendix Q-2 for list of eligible jurisdictions) |
| <input type="checkbox"/> | Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing (See Appendix Q-3 for list of eligible jurisdictions) | <input type="checkbox"/> | Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas (See Appendix Q-4 for list of eligible jurisdictions) |

SECTION C: Proposer shall identify six (6) eligible jurisdictions where it can provide the required services for the funding category identified in Section B above:

| | |
|--------------------------|--|
| Eligible Jurisdiction 1: | |
| Eligible Jurisdiction 2: | |
| Eligible Jurisdiction 3: | |
| Eligible Jurisdiction 4: | |
| Eligible Jurisdiction 5: | |
| Eligible Jurisdiction 6: | |

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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 whose wages 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 2016 are less than \$53,505 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2017.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)

Cat. No. 205991

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

The Safely Surrendered Baby Law may be obtained by going to the following website:

<http://babysafela.org/>

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 - Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

INTENTIONALLY OMITTED

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 4

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY #RFP 2018-004**

**ELIGIBLE JURISDICTIONS
FUNDING CATEGORY 1: REDUCE YOUTH ACCESS TO TOBACCO PRODUCTS:
NEW TOBACCO RETAIL LICENSES**

Cities in Los Angeles County That **Have Not** Adopted A
Tobacco Retail License Ordinance

- Agoura Hills
- Alhambra
- Arcadia
- Avalon
- Bell
- Bell Gardens
- Bradbury
- Claremont
- Commerce
- Cudahy
- Diamond Bar
- Glendora
- Hermosa Beach
- Hidden Hills
- Industry
- Irwindale
- La Habra Heights
- La Mirada
- La Puente
- Lakewood
- Norwalk
- Palos Verdes Estates
- Paramount
- Pico Rivera
- Rancho Palos Verdes
- Rolling Hills
- Rolling Hills Estates
- Rosemead
- San Dimas
- San Marino
- Santa Clarita
- Santa Fe Springs
- Signal Hill
- South Gate
- Torrance
- Vernon
- Walnut
- Westlake Village
- Whittier

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY #RFP 2018-004**

**ELIGIBLE JURISDICTIONS
FUNDING CATEGORY 2: REDUCE YOUTH ACCESS TO TOBACCO PRODUCTS:
STRENGTHEN TOBACCO RETAIL LICENSES**

Cities In Los Angeles County That **Have** Adopted A Tobacco Retail License Ordinance

- | | |
|------------------------|-------------------|
| • Artesia | • Malibu |
| • Azusa | • Manhattan Beach |
| • Baldwin Park | • Maywood |
| • Beverly Hills | • Montebello |
| • Burbank | • Monterey Park |
| • Calabasas | • Palmdale |
| • Carson | • Pasadena |
| • Cerritos | • San Fernando |
| • Compton | • San Gabriel |
| • Culver City | • Santa Monica |
| • Duarte | • Sierra Madre |
| • El Monte | • South El Monte |
| • El Segundo | • South Pasadena |
| • Gardena | • Temple City |
| • Glendale | • West Covina |
| • Hawaiian Gardens | • West Hollywood |
| • Hawthorne | |
| • Huntington Park | |
| • Inglewood | |
| • La Cañada-Flintridge | |
| • La Verne | |
| • Lancaster | |
| • Lawndale | |
| • Lomita | |
| • Long Beach | |
| • Los Angeles | |
| • Lynwood | |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY #RFP 2018-004**

ELIGIBLE JURISDICTIONS

FUNDING CATEGORY 3: REDUCE EXPOSURE TO SECONDHAND SMOKE IN MULTI-UNIT HOUSING

Cities In Los Angeles County That **Have Not** Adopted
A Smoke -Free Multi-Unit Housing Ordinance

- | | | |
|--------------------|-------------------------|--------------------|
| • Agoura Hills | • La Puente | • Santa Fe Springs |
| • Alhambra | • La Verne | • Sierra Madre |
| • Arcadia | • Lakewood | • Signal Hill |
| • Artesia | • Lancaster | • South El Monte |
| • Avalon | • Lawndale | • South Gate |
| • Azusa | • Lomita | • Torrance |
| • Bell | • Long Beach | • Vernon |
| • Bradbury | • Lynwood | • Walnut |
| • Cerritos | • Malibu | • West Covina |
| • Claremont | • Maywood | • West Hollywood |
| • Commerce | • Monrovia | • Westlake Village |
| • Covina | • Montebello | • Whittier |
| • Cudahy | • Monterey Park | |
| • Diamond Bar | • Norwalk | |
| • Downey | • Palmdale | |
| • Duarte | • Palos Verdes Estates | |
| • El Segundo | • Pico Rivera | |
| • Gardena | • Pomona | |
| • Glendora | • Rancho Palos Verdes | |
| • Hawaiian Gardens | • Redondo Beach | |
| • Hermosa Beach | • Rolling Hills | |
| • Hidden Hills | • Rolling Hills Estates | |
| • Industry | • Rosemead | |
| • Inglewood | • San Dimas | |
| • Irwindale | • San Fernando | |
| • La Cañada- | • San Gabriel | |
| Flintridge | • San Marino | |
| • La Habra Heights | • Santa Clarita | |
| • La Mirada | | |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY RFP #2018-004**

**ELIGIBLE JURISDICTIONS
FUNDING CATEGORY 4: REDUCE EXPOSURE TO SECONDHAND SMOKE IN OUTDOOR AREAS**

Cities In Los Angeles County That **Have Not** Adopted An Outdoor Area Ordinance

- | | | |
|--------------------|-------------------------|--------------------|
| • Alhambra | • La Habra Heights | • Signal Hill |
| • Arcadia | • La Mirada | • South El Monte |
| • Avalon | • La Puente | • South Gate |
| • Azusa | • La Verne | • Torrance |
| • Baldwin Park | • Lakewood | • Vernon |
| • Bell | • Lancaster | • Walnut |
| • Bell Gardens | • Lawndale | • Wes Covina |
| • Bellflower | • Lomita | • Westlake Village |
| • Bradbury | • Long Beach | • Whittier |
| • Cerritos | • Lynwood | |
| • Claremont | • Manhattan Beach | |
| • Commerce | • Maywood | |
| • Covina | • Monrovia | |
| • Cudahy | • Norwalk | |
| • Diamond Bar | • Palmdale | |
| • Downey | • Palos Verdes Estates | |
| • Duarte | • Paramount | |
| • El Monte | • Pasadena | |
| • El Segundo | • Pico Rivera | |
| • Glendora | • Pomona | |
| • Hawaiian Gardens | • Rancho Palos Verdes | |
| • Hawthorne | • Redondo Beach | |
| • Hidden Hills | • Rolling Hills | |
| • Industry | • Rolling Hills Estates | |
| • Inglewood | • Rosemead | |
| • Irwindale | • San Marino | |
| • San Dimas | • Santa Clarita | |
| • San Gabriel | • Santa Fe Springs | |

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
RFP #2018-004

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

Proposer's/Agency Name: _____

Please check one of the following:

- ☐ The applicant named above hereby certifies that it does not accept funds from nor have any affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company.

CERTIFICATION

I, the Official named below, hereby swear that I am duly authorized legally to bind the Proposer to the above described certification. I am fully aware that this certification, executed on the date below.

Print Name

Signature

Title

Date

- ☐ University/Colleges Only

The Principal Investigator, or any investigator associated with this proposal, of the university or college named above hereby certifies that he/she has not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years from release date of this Request for Proposal.

CERTIFICATION

I, the Principal Investigator/Investigator named below, hereby swear that I am duly authorized legally to bind the Proposer to the above described certification. I am fully aware that this certification, executed on the date below.

Print Name

Signature

Title

Date

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY
RFP #2018-004

INTENT TO APPLY FORM

| | |
|--------------------------------|--|
| Proposer's/Agency Name: | |
|--------------------------------|--|

Proposer **shall** submit a completed Appendix S (Intent to Apply Form) **by the date and time specified in Section 7.2, RFP Timetable**, by e-mail transmission (PDF format only) to the County's representative identified below:

Jose C. Garcia
Division of Chronic Disease and Injury Prevention
County of Los Angeles – Department of Public Health
E-mail: jsqarcia@ph.lacounty.gov

SECTION A: PROPOSAL INFORMATION

Indicate the funding category (select only one):

| | | | |
|--------------------------|---|--------------------------|--|
| <input type="checkbox"/> | Funding Category 1: Reduce Youth Access to Products: New Tobacco Retail License | <input type="checkbox"/> | Funding Category 2: Reduce Youth Access to Products: Strengthen Tobacco Retail License |
| <input type="checkbox"/> | Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing | <input type="checkbox"/> | Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas |

SECTION B: PROPOSER'S RFP CONTACT REPRESENTATIVE (Identify the person who will be the County's point of contact in relation to all notifications related to this RFP.)

| | |
|------------------|------------------------|
| Name: | Title: |
| Email: | Phone #: |
| Mailing Address: | City, State, Zip Code: |

SECTION C: PROPOSER'S AUTHORIZED PERSON AND SIGNATURE (Identify the person authorized to sign on behalf of the Proposer and to bind the applicant in the Contract.)

| | |
|-----------------------|------------------------|
| Name: | Title: |
| Email: | Phone #: |
| Mailing Address: | City, State, Zip Code: |
| Signature (blue ink): | Date of Signature: |