

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

TOBACCO CONTROL AND PREVENTION PROGRAM

REQUEST FOR PROPOSALS (RFP)

RFP # 2009-01

**TOBACCO CONTROL AND PREVENTION SERVICES:
PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY**

RELEASE DATE: March 27, 2009

PROPOSAL DUE DATE: April 22, 2009 12:00 (noon)

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

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS (RFP)

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I. TENTATIVE SCHEDULE OF EVENTS
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March 27, 2009 –	9:00 am*	Issue the RFP
April 10, 2009 –	5:00 pm*	Deadline for requesting mailing of RFP
April 13, 2009 –	5:00 pm*	Deadline for picking up RFP
April 15, 2009 –	5:00 pm*	Deadline for submitting Intent to Apply form
April 17, 2009 –	5:00 pm*	Deadline for submitting questions in writing to TCPP
April 22, 2009 –	12: pm (noon)*	Deadline for receipt of proposals
August 1, 2009 –	Not Applicable	Anticipated effective date of the new contracts

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

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

II. PURPOSE

The purpose of this Request for Proposals (“RFP”) is to seek proposals from community organizations or agencies for the development and implementation of tobacco control services.

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

This RFP seeks to fund proposals promoting low-cost or free evidence-based smoking cessation services available in Los Angeles County.

The goal of this RFP is to fund community-based agencies in conducting a comprehensive multi-component outreach plan to promote low-cost or free evidence-based smoking cessation services available in Los Angeles County. Agencies that have proven expertise and ability in the following areas are encouraged to apply:

- Developing and implementing community-based strategies, including marketing campaigns that incorporate messages promoting health and wellness to influence positive long-term behavior changes in target populations.
- Developing key messages and materials to motivate smokers to make a quit attempt and to utilize effective smoking cessation resources, such as the California Smokers' Helpline.
- Health promotion among target populations (e.g. populations that do not traditionally utilize smoking cessation resources, such as the California Smokers' Helpline, or populations that are disproportionately impacted by tobacco use).
- Collaborating with health care organizations, associations, and other community groups to implement social marketing campaigns and promote key health messages.
- Conducting evaluation of proposed services to modify and/or improve services and to measure the success of desired outcomes.

Smoking Cessation Promotion Service Requirements

Funded agencies will be required to develop community-based strategies and services designed to increase utilization of free and low-cost effective cessations services, including the California Smokers' Helpline among population(s) that do not traditionally utilize such resources. Funded agencies **will be strictly held** to following services requirements:

- Develop a community education toolkit with culturally and linguistically appropriate educational materials to promote smoking cessation resources.
- Conduct a minimum of 20 presentations (30 minutes each) to community groups such as WIC programs, Head Start programs, community clinic associations, faith-based organizations, and healthcare professional associations to educate staff about the health effects of smoking and available cessation services/resources.
- Identify and participate in a minimum of 20 community events to promote free and low-cost smoking cessation services among target population(s) in Los Angeles County.
- Identify or develop an employer toolkit that included educational material and practical tools for implementing an employer-based smoking cessation program.
- Conduct a minimum of 20 presentations (30 minutes) to business community groups, such as employers, chambers of commerce, and business associations, and provide information about developing employer-based tobacco cessation programs, cessation counseling resources, benefits, and expanding health benefit coverage for smoking cessation treatment.
- Identify and utilize existing organizational vehicles, such as new member kits, listservs, email, and pay stubs to provide employers, clinicians, and social service programs with information and practical tools for promoting free or low-cost smoking cessation resources available in Los Angeles County.

- Develop and submit a minimum of 10 newsletter articles that promote free and low-cost effective smoking cessation services to health care organizations, professional associations, business organizations, community groups, etc.
- Funded agencies must demonstrate that procedures and processes are in place to ensure that program evaluation conducted is accurate, complete, and submitted in a timely manner.

TCPP anticipates funding 5 smoking cessation promotion services contracts of one Hundred Thousand Dollars (\$ 100,000) each.

III. AVAILABILITY OF FUNDS

The Los Angeles County Tobacco Control and Prevention Program (TCPP) plans to purchase services for the development and implementation of tobacco control initiatives totaling up to \$500,000 under this RFP.

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

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

Proposers should submit a line item budget for a eleven month contract term from August 1, 2009 through June 30, 2010. Please refer to Section IX of this RFP for additional instructions. Continued funding beyond the first contract year will be contingent upon contractor performance and the availability of funds. At the end of the contract term, the County may exercise its option to renew up to an additional two (2) years through Fiscal Year 2012, contingent upon availability of funding from local, state, and federal resources and at the sole discretion of the County.

Funding Limitations and Exclusions

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

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

1. No political statements may be made or referenced.
2. Proposers must perform all or the majority of the proposed program services. Proposers who plan to use subcontractors for completion of program activities must identify the use of such in the programmatic plan and specify the services the subcontractors will provide.

3. Proposers who are awarded a contract will be required to submit to TCPP Director (here after, referred to as "Director") for approval all proposed subcontracts. All requests for approval of subcontracts shall include at a minimum: (a) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected; (b) a description of the services to be provided under the subcontract; (c) the proposed subcontract amount; and (d) a copy of the proposed subcontract. Any subsequent changes to the Director approved subcontract shall be made in the form of a written amendment and must have Director's approval prior to its effective date. (Please refer to Exhibit II, Sample Agreement, for additional information regarding subcontracts)
4. Under no circumstances will advance payment requests be considered.
5. Funding may not be used for medical services or any other direct services that are benefits under Medi-Cal.
6. Funding may not be used for construction or other capital costs.

IV. CONTRACT TERM

The anticipated contract term will be for the Tobacco Control and Prevention Services Agreement is from August 1, 2009 through June 30, 2010, with a renewal option up to an additional two (2) years through Fiscal Year 2012, contingent upon availability of funding from local, state, and federal resources and at the sole discretion of the County.

Renewal options will be at the sole discretion of the Director of Public Health or his/her designee. The Director of Public Health or his/her designee may extend the final contract term on a month-to-month basis for up to six months, at his/her sole discretion. The contract shall commence with approval by the Los Angeles County Board of Supervisors, but not prior to August 1, 2009.

V. MINIMUM REQUIREMENTS TO PARTICIPATE

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

- a. Have at least one (1) year experience in providing promotion and prevention interventions prior to the proposal submission deadline.
- b. Must be **one** of the following:
 - A non-profit organization that is certified by the Federal Internal Revenue Service as a 501(c)3 organization; or

- A California private, for-profit organization that has been in business for more than two years and accepts the rates set forth in this document without industry mark-ups. [No proposals will be accepted from any agency/organization that: 1) is an individual; 2) is a national or state organization (local chapters of national organizations may apply); or 3) has been in business one (1) year or less].
- c. Have in operation a business office located in Los Angeles County.

Note: Any agency/organization that has received or is currently receiving any form of donations from any tobacco company, or its subsidiaries, to promote the use of tobacco products is not eligible to participate in this RFP process.

The Director, at his/her sole discretion, may waive strict compliance of any Proposer qualifications and/or requirements within this RFP, when information available to the County shows Proposer has substantially complied with such Proposer's qualifications and requirements or when it is in the County's best interest to do so.

VI. CRITICAL DATES AND SUBMISSION INFORMATION
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RFP Availability

Printed copies of the RFP will be available for pickup on or about March 27, 2009, Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. at the following address:

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

To ensure adequate time for preparation of the proposal, it is recommended that interested agencies obtain a copy of the RFP as soon as possible. The RFP will be mailed as a courtesy (upon written request to the address as listed above), if written request is received by TCPP no later than 5:00 p.m. on April 10, 2009. However, such prospective Proposer shall assume all responsibility for any delay caused by such mailing, and shall not hold County responsible for any proposal that is not completed or submitted by the final proposal submission date. Please note that copies of the RFP shall be limited to one (1) copy per prospective Proposer.

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

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

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

Questions and Correspondence

Only written inquiries will be accepted regarding the RFP and must be submitted Luz Chavez. No telephone inquiries will be accepted. Proposers may submit questions via email, fax, or mail. All questions must be received by 5:00 pm on Friday, April 17, 2009. Questions must be addressed to:

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

All inquiries must include:

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

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

Proposing Entity Limitations

Only one (1) proposal per sole proprietorship, partnership, or corporation (whether a parent corporation or a subsidiary corporation under the same or different names) will be considered for this RFP process – i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. In addition, only one subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal. If there is reason to believe that collusion exists among one or more of the participants in the RFP process, such participants will be excluded from consideration for this RFP process.

Intent to Apply

For a proposal to be considered, the Intent to Apply Form (Attachment A) must be received on or before 5:00 p.m., Wednesday, April 15, 2009. The Intent to Apply Form must be signed by the Executive Director,

CEO, or designated Board Member of the proposing agency. Forms may be faxed to the attention of Luz Chavez at (213) 351-2709 or by email at lchavez@ph.lacounty.gov.

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

Proposal Submission Deadline

TCPP must receive all proposals and financial stability documents absolutely no later than 12: p.m. (noon). (Pacific Time) on April 22, 2009. No extensions will be made. If delivered in person, proposals should be delivered to 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010, Attention: Linda Aragon, MPH. TCPP cannot validate parking for persons delivering proposals.

Contract Start Date

Services resulting from this RFP are anticipated to start August 1, 2009.

VII. BACKGROUND

Los Angeles County

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

Los Angeles is also one of the most diverse counties in the nation. It is estimated that 47.3% of Los Angeles County's population is Latino, 30.1% White (not of Hispanic/Latino origin), 13.2% Asian Pacific Islander, 9.1% African American, and 0.3% Native American.

Tobacco Control and Prevention Program

In November 1988, California voters approved the Tobacco Tax and Health Promotion Act (Proposition 99) allowing California to become the first state to implement a comprehensive tobacco control program. This program, known as the California Department of Health Services Tobacco Control Program (CDHS/TCP), remains the largest of its kind in the world. CDHS/TCP provides an infrastructure that reaches into communities across the state through 61 tobacco control programs that have been established in local health departments known as local lead agencies (58 counties and three cities). In Los Angeles County, the Department of Public Health's Tobacco Control and Prevention Program (TCPP) is the largest local lead agency in California, in terms of size and funding, and implements a countywide program primarily through contracts with community organizations.

TCPP's organizational structure includes six units: administration and finance, information systems, policy, contract management and monitoring, research and evaluation, and epidemiology and surveillance. These units work as a team to provide contractors and partners with technical assistance and training. The team

approach, which brings experts together to coordinate tobacco control strategies, priorities, and interventions, strengthens the collaboration between partners and contractors.

Since its inception in 1989, TCPP has gained much valuable experience in the field of tobacco control and continues to evolve in order to tackle the complexities and challenges of implementing a successful tobacco control program. Following the lead of the state tobacco control program, TCPP has transitioned from a health education approach focused on individual behavior change to a policy-based approach targeting community level social norm changes. However, there is still recognition of the importance of including smoking cessation programs as part of a comprehensive tobacco control program.

A comprehensive approach has a great impact on tobacco use but also requires a great amount of collaboration, resources, partnerships, and commitment among traditional and non-traditional affiliates. TCPP is fully committed to fostering strong collaborations with and among its contractors, voluntary health associations, other local lead agencies, and organizations with an interest tobacco control. Through its comprehensive approach, strong community support, and a stalwart network of traditional and non-traditional partners, TCPP will continue to be a leader in preventing tobacco-related disease and death.

Overview of the Problem

Tobacco use is the leading preventable cause of disease and disability in the United States, resulting in over 440,000 deaths each year. It is a major risk factor for cardiovascular disease, respiratory disease, and cancers of the lung, pharynx, mouth, esophagus, pancreas, bladder, and cervix. In Los Angeles County, tobacco use is directly linked to the top five causes of death: 20% of coronary heart disease, 16% of stroke, 85% of respiratory (lung/tracheal/bronchial) cancer, 25% of pneumonia, and 80% of emphysema deaths. One out of every six deaths (9,000 deaths per year) in Los Angeles County stem from these tobacco-related diseases. In addition, smoking during pregnancy is associated with miscarriage, Sudden Infant Death Syndrome (SIDS), complications of pregnancy and delivery, premature birth, and low infant birth weight. Cigarette smokers also expose their families and others to the toxic and deadly effects of secondhand smoke. Children's exposure to secondhand smoke can result in asthma, ear infections, and SIDS. Among adults, exposure to secondhand smoke can cause heart disease and lung cancer. It is estimated that tobacco-related illnesses cost the county \$4.3 billion dollars per year, of which \$2.3 billion is for direct medical costs.

Smoking Cessation

Tobacco dependence is a chronic disease that often requires repeated intervention and multiple attempts to quit, and in order to successfully quit smoking, tobacco users must overcome their physical addiction as well as psychological dependence to nicotine. However, there are a number of strategies proven to be effective in helping smokers address their tobacco use. In fact, research shows that smokers who have some form of smoking cessation assistance have nearly double the chance of successfully quitting smoking. Effective smoking cessation strategies include counseling and the use of FDA-approved pharmacotherapy. Both forms of treatment are effective when used by themselves for treating tobacco dependence. However, the combination of counseling and medication is more effective than either form of aid alone.

Counseling interventions include individual, group, or telephone counseling, and its effectiveness has been shown to increase with treatment intensity. Physician advice to quit smoking is the briefest cessation intervention and has been found to result in some long-term abstinence. However, more intensive interventions (i.e. comprehensive treatments that may occur over multiple visits for longer periods of time and may be provided by more than one trained clinician) are more effective than brief treatment. Counseling interventions are especially useful for providing participants with problem solving skills and social support.

Also, with the availability of free telephone quitlines, such as the California Smokers' Helpline (1-800-NO-BUTTS), intensive specialist-delivered interventions are now available to smokers on an unprecedented basis. The use of these telephone quitlines has a broad reach and has been shown to be effective with diverse populations.

In addition to counseling, patients can benefit from the numerous effective medications to treat tobacco dependence. FDA-approved pharmacotherapies include nicotine replacement therapy (NRT), antidepressant medication, and Varenicline (Chantix®). NRT helps smokers quit by reducing nicotine withdrawal symptoms and the pleasure associated with cigarette smoking through its action on nicotinic receptors in the brain. The most common delivery forms of NRT are gum, nasal spray, inhaler, lozenge/tablet, and patch. Antidepressant therapy used for smoking cessation reduces the severity of nicotine withdrawal symptoms by its action on select neurotransmitters. The antidepressant most commonly prescribed for smoking cessation is Bupropion SR. Varenicline (Chantix®) has also been approved by the FDA to treat tobacco dependence, but is still being investigated for long-term use. Varenicline does not contain nicotine but mimics its effects and activates nicotine receptors to prevent cravings. It is recommended that all patients attempting to quit smoking should be encouraged by their health care providers to use these medications, except when medically contraindicated or with special populations for which there is insufficient evidence of effectiveness.

Rationale for the Promotion of Free or Low-Cost Effective Smoking Cessation Services in Los Angeles County

Comprehensive tobacco control efforts accompanied by a range of available smoking cessation resources have reduced the adult smoking rate in the County by nearly 30% over the past 15 years. Despite this progress, approximately 1.1 million Los Angeles County adults continue to smoke and most want to stop smoking. According to the Los Angeles County Health Survey 2007, 56.7% of smokers attempted to quit smoking in the past year. Yet among those who tried to quit smoking, 81.2% of smokers reported quitting "cold turkey," or without a cessation aid. These figures suggest that smoking cessation resources are greatly underutilized and more needs to be done to promote their use, particularly with free or low-cost cessation resources, to increase rates of quit attempts and successful smoking cessation.

Since 1992, the California Smokers' Helpline has provided free smoking cessation services such as self-help materials, referral to local resources, and telephone counseling to Californians. The California Smokers' Helpline provides services in six languages and TDD, and is available Monday-Friday, 7 am to 9 pm and Saturday 9 am to 1 pm. The California Smokers' Helpline has traditionally served underserved populations, those with higher tobacco prevalence, and those disproportionately affected by tobacco disease. The California Smokers' Helpline telephone counseling has also been proven to be effective- doubling a smoker's chance of quitting successfully compared to those who used self-help methods alone.

Information about resources such as the California Smokers' Helpline should be made available to clinicians and their patients. According to the 2008 updated version of the U.S. Public-Health Service-sponsored Treating Tobacco Use and Dependence Clinical Practice Guidelines, clinicians should strongly encourage the use of effective smoking cessation treatments to patients who use tobacco. In order to facilitate the process of providing smoking cessation interventions and information to tobacco users, the guidelines recommend that efforts be made to provide clinicians with education, resources, and feedback, such as tobacco quitlines, community resources, self-help materials, and information about effective tobacco use medications to ensure that clinicians can assess and treat tobacco use consistently.

In addition to the recommendations outlined in the Clinical Practice Guidelines, mass media campaigns in combination with other interventions such as community education programs have been proven to be effective in increasing smoking cessation and reducing tobacco consumption. The California Tobacco Control Program's (CTCP) highly successful statewide media campaign promotes cessation through paid television, radio, print, billboard, and public relations campaigns. However, local community-based strategies to promote smoking cessation are needed to complement and enhance the mass media efforts of CTCP and the California Smokers' Helpline. Examples include collaborating with other community stakeholders to develop partnerships, creating co-branded marketing campaigns, utilizing existing organizational vehicles to promote cessation messages, or engaging community professionals to provide materials and promote cessation messages.

TCPP seeks to fund agencies that will utilize these and other low-cost community-based strategies to increase access and utilization of the California Smokers' Helpline and/or other free or low-cost effective cessation services in Los Angeles County to reduce smoking and increase successful quit attempts among those most impacted by tobacco use.

VIII. SUBMISSION REQUIREMENTS

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

General Format Requirements

All proposals must be written in English and assembled into one volume in the format and order described below. The County may reject any proposal submitted that fails to adhere to this format.

Cover Letter and Required Forms

1. Submit one (1) original cover letter signed in blue ink with the proposal on agency letterhead, including the full legal agency/company name, address, and telephone and facsimile (FAX) numbers, plus two additional cover letter photocopies. Both copies will be time stamped; one will serve as a receipt from TCPP and the other will be TCPP's documentation of receipt of your proposal. The cover letter should include:
 - Name, address and telephone number of the person(s) authorized to bind Proposer.
 - The Service Planning Area (SPA) where the Proposer's headquarters are located.
 - A list of the SPAs, Supervisorial Districts, and cities where the work proposed herein will be conducted.
 - The name, telephone number and FAX number of the agency's contact person for the RFP.
 - The signature of the agency's Executive Director, Chief Executive Officer, or other designee.

Address the cover letter to:

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

Note: The cover letter must be signed in blue ink.

2. Proposal must include the completed Proposal Cover Page. Please refer to Attachment B for the Proposal Cover Page form.
3. Proposal must include "Minimum Requirements to Participate" and shall address and demonstrate that Proposer meets the minimum requirements for each of the items listed in Section V - Minimum Requirements to Participate.

Note: Proposer's proposal must demonstrate that it meets the minimum requirements as indicated herein above. Failure to demonstrate that Proposer meets the minimum requirements may be cause for disqualifying the entire proposal as described in Section XI - Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.

4. Proposal must include the following three (3) completed forms Prospective Contractor References, Prospective Contractor List of Contracts, and Prospective List of Terminated Contracts (Attachments L, M, & O) for prior or current granting agencies for services similar to those described in this RFP. The three (3) completed forms need only be provided in Section 8, Supporting Documents, of the proposal.
5. Proposal must have a "Table of Contents" that includes a detailed and complete outline of material included in the proposal, identified by proper titles, alphabetized subparagraphs, and with sequential page numbers.
6. Proposal must be machine printed (e.g., typewriter, laser jet, etc.) in black type of not less than ten (10) point. (Note that, the size of the print of this RFP is eleven [11] point).
7. The narrative must be no more than 10 pages (excluding Scope of Work, Budget and attachments). Page limits for each section are provided under the "Narrative Format" below to assist in the development of the proposal. Proposers must not exceed the specified page limits for each section. Narrative beyond page limits per section and overall 10-page limit will not be read.
8. Proposal must be double spaced with (top, bottom, left, and right) margins of not less than one (1) inch.
9. Proposal must be single-sided, on eight and a half inch by eleven inch (8½" x 11") standard size white bond (or similar color and texture) paper. Cover pages and page separation/dividers of a different color may be used, but the color or texture of any paper used should allow for the production of readable copies when such pages are photocopied on a normal setting.
10. Proposal must be organized by paragraph sections, with proper titles and alphabetized subparagraphs, as described herein.
11. Proposal must be numbered sequentially throughout from beginning to end, to ensure that there are no duplicate or missing pages.
12. Proposer must submit one (1) original and five (5) copies of the proposal. The original must be unstapled but bound (e.g., clipped with a large binder to secure the document), and the six (5) copies must be stapled or bound. The proposal and the copies shall be clearly labeled with the RFP title "COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH REQUEST FOR PROPOSAL FOR TOBACCO CONTROL AND PREVENTION SERVICES (RFP #2009-01)" and the name of the Proposer's organization on the front exterior cover.

Note: Proposer's proposal must be submitted and organized in accordance to the Cover Letter and Formatting Requirements indicated herein above. Failure to demonstrate that Proposer meets the minimum requirements may be cause for disqualifying the entire proposal as described in Section XI - Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.

Executive Summary (1 page)

The Executive Summary shall condense and highlight contents of the Proposal to provide TCPP and the evaluation committee with a broad understanding of the agency, qualifications, and proposed activities.

Narrative Format (9 pages)

Applicants must complete all sections of the proposal as outlined below. Be complete and specific in your responses. Number the narrative to correspond to each of the required elements in the same order as presented below. Do not leave any element blank.

Section 1: Organizational Information (3 pages)

Maximum Score: 200

1. Please describe your organization's philosophy. Describe the history of your organization and include your mission and/or purpose statement. Include prior history or work with the County or other public agencies. How would the proposed services promote your organization's mission?
2. What services does your organization currently provide? How would the proposed services relate to the services currently provided by your organization? Please describe your organization's staffing pattern to provide your current services.
3. Please describe your organization's capacity and experience in developing community-based strategies to promote smoking cessation services in Los Angeles County. Description should include experience in developing and implementing marketing campaigns, trainings, educational presentation, and partnerships with organizations that serve large number of smokers. Describe your program's current challenges in developing community-based strategies to promote the use of smoking cessation services and detail your approach to overcoming these challenges.
4. Describe your current staff's experience in developing and implementing community-based strategies to promote smoking cessation services in Los Angeles County. If your organization does not have direct experience in community-based strategies to promote cessation services, please describe any related experience that will ensure the success of the proposed program. What experience does your organization have in establishing collaborative relationships with other providers, especially to address gaps in knowledge and expertise?

Section 2: Statement of Need (2 pages)

Maximum Score: 175

1. Please describe the target population(s) that your proposed services will focus on. What are the specific needs of the target population(s) related to smoking cessation services? What process did you use to assess these needs? Sources for all data or information provided should be clearly documented.
2. What kind of relationship do you have with other organizations that currently serve large numbers of

smokers in Los Angeles County? How will you collaborate with these organizations to maximize the promotion of free or low-cost effective smoking cessation services for the target population(s) while avoiding the duplication of services? Attach forms (e.g., MOUs) documenting these collaborations or coordination strategies.

3. How will your proposed services contribute to promoting free or low-cost effective smoking cessation resources in Los Angeles County?
4. What are the *general* barriers or issues that the target population(s) face(s)? What barriers or issues exist that may prevent the target population(s) from accessing smoking cessation services? How will your proposed services reduce these barriers?

Section 3: Program Design (2 pages)

Maximum Score: 175

1. What are the goals and objectives of the proposed services to promote free or low-cost effective smoking cessation resources, such as the California Smokers' Helpline?
2. Please describe how you plan to meet the requirements outlined above for the proposed RFP (be sure to address all of the requirements outlined). Describe your organization's intended approach, activities, and outcomes. The description should include specific target populations to be reached, locations of activities, identified partners, and specific community-based strategies to promote free or low-cost effective smoking cessation services.
3. Describe the staffing pattern proposed to implement services. Indicate how many full-time-equivalent (FTE) employees will develop and implement the strategies to promote free or low-cost effective smoking cessation services.
4. What is your plan to ensure that participating staff have the necessary training and experience to successfully implement community-based strategies to promote free or low-cost effective smoking cessation services?
5. How will you ensure that the goals and objectives will focus on the target population(s)? What other organizations do you plan to work with to promote free or low-cost effective smoking cessation services?

Section 4: Evaluation and Quality Management (2 pages)

Maximum Score: 150

1. What evaluation systems have you used in the past for similar services? Write a brief narrative on the evaluation of identical or similar services you have previously implemented. Include both quantitative and qualitative data to support successes and challenges for those services.
2. Refer to the goals and objectives listed in your Scope of Work. Describe the process you will use to measure the success of these services related to the desired outcomes. How will you know that the proposed services are having an impact?
3. How will you use evaluation information to modify/improve your services? How will you communicate and disseminate information on "lessons learned" to the target population, other providers, health care professionals, and TCPP?

Scope of Work (no page limit)

Maximum Score: 200

Complete the **Scope of Work** form (please refer to Attachment D for the Scope of Work form) by specifying the activities that will be conducted, time line for those activities, and supporting documentation for each activity. The scope of work should contain sufficient detail (e.g., number of trainings, recruitment logs, class sessions delivered, and evaluation measures) to enable the evaluation committee and TCPP to understand the services you propose to provide.

Budget and Budget Justification (no page limit)

Maximum Score: 100

1. Complete a line item budget (please refer to Attachment C for the Sample Budget Justification and Sample Line Item Budget). Assume a 11-month budget for the period starting August 1, 2009 through June 30, 2010. The budget submitted with this proposal should reflect the activities described in the Narrative and Scope of Work for the fiscal year. A maximum of fifteen percent (15%) will be allowed for indirect costs.
2. Complete a detailed budget justification (please refer to Attachment C for the Sample Budget Justification and Sample Line Item Budget). The budget justification must include a detailed description of the roles and responsibilities of all personnel listed in the line item budget. All personnel descriptions must support activities described in the Narrative and Scope of Work (e.g., the program facilitators will teach the smoking cessation sessions). The budget justification should also include a detailed description of services and supplies (e.g., DSL service) and all other relevant expenses listed in the line item budget. In addition to the detailed descriptions, please provide information that show how you arrived at the annual costs for the items listed in the line item budget (e.g., DSL service: \$30 per month x 12 months = annual cost of \$360).

Attachments/ Required Documents (no page limit)

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

- ✓ Attachment A- Intend to Apply
- ✓ Attachment B- Proposal Cover Page
- ✓ Attachment C- Sample Line Item Budget and Justification
- ✓ Attachment D- Scope of Work Instructions and Form
- ✓ Attachment E- Certification of No Conflict of Interest
- ✓ Attachment F- Familiarity with the County Lobbyist Ordinance
- ✓ Attachment G- IRS Notice 1015 (**Reference only**)
- ✓ Attachment H- Attestation of Willingness to Consider Gain/Grow Participants
- ✓ Attachment I- Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (**if applicable**)

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

Legal Entity Description/Financial Capability/Insurance

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

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

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

- Articles of Incorporation (from the California Secretary of State [or other State if incorporated in another state]) and By-laws.
- Detailed statement indicating whether Proposer is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).
- Board minutes identifying who is authorized on behalf of Proposer to conduct business, make commitments, and enter into binding contracts with County (minutes shall confirm contact person named in cover letter as authorized to bind Proposer under an agreement).

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

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

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

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

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

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

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

Such documentation may include one of the following:

- A letter of commitment from an insurance company acceptable to County setting forth that adequate insurance coverage will be available at the time of contract award;

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

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

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

IX. PROPOSAL CONDITIONS

A. Informal Solicitation for Proposals

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

B. County Rights and Responsibilities:

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization that attended the Mandatory Proposer's Conference. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

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

Notwithstanding any decision by the Director to recommend the award of a resultant contract to any proposer, the County's Board of Supervisors retains the right to exercise its independent judgment and

discretion concerning the final selection of a proposal and the terms and conditions of any resultant contract, and to determine which proposal best serves the interest of the County. The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

D. Compliance with Request for Proposals

Responses to this RFP shall be made according to the specifications and instructions contained herein, and must comply with content, sequence, and format for proposals as outlined in Section VIII, PROPOSAL SUBMISSION REQUIREMENTS, of this RFP.

Failure to adhere to any RFP instruction or to comply with the format requirements of Section VIII, PROPOSAL SUBMISSION REQUIREMENTS, may be cause for rejection of the proposal, at the Director's sole discretion.

E. Acceptance of Terms and Conditions

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

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

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

F. County Changes to Request for Proposals

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

determine that if an addendum is issued, a time extension may also be required for the submission of the proposals, in which case the written addendum shall also indicate the new proposal submission date.

G. Proposer Changes to Proposal

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

H. Contact with DPH Employees

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

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

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

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

I. Firm Offer

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

J. Inquiries and Investigative Authority

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

K. Truth and Accuracy of Representations

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

L. Disclosure of Contents of Proposals

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

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

M. Term of Contract (see Section IV- Contract Term)

The anticipated contract term for the Tobacco Control and Prevention Services Agreement is from August 1, 2009 through June 30, 2010, with a renewal option up to an additional two (2) years through Fiscal Year 2012, contingent upon availability of funding from local, state, and federal resources and at the sole discretion of the County.

Renewal options will be at the sole discretion of the Director of Public Health or his/her designee. The Director of Public Health or his/her designee may extend the final contract term on a month-to-month basis for up to six months, at his/her sole discretion. The contract shall commence with approval by the Los Angeles County Board of Supervisors, but not prior to August 1, 2009.

N. Compliance with Applicable Law

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

O. County Contract Provisions

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

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

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

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

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN/ GROW participants or shall attest to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN or GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Attachment H, along with their proposal.

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

If Proposer is selected for a contract award, and should Proposer as a contractor require additional or replacement personnel after the effective date of the contract to perform the services set forth herein, Proposer shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of Proposer's contract.

(3) County Lobbyist Ordinance:

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

(4) County's Quality Assurance Plan:

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

(5) Determination of Proposer Responsibility:

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

responsibility, and of his or her intention to recommend to the Board of Supervisors that the Proposer(s) be found not responsible. Director shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence at a hearing as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Director's recommendation. If the Proposer fails to avail itself of the opportunity to rebut Director's evidence, the Proposer may be deemed to have waived all rights of appeal.

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

(6) Proposer Debarment:

- a. Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: 1) violated a term of a contract with County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against County or any other public entity.
- b. If there is evidence that the apparent highest ranked Proposer(s) may be subject to debarment, the Department shall notify the Proposer(s) in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer(s) of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.
- c. County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred and, if so, the appropriate length of time of the debarment. Proposer and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- d. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any recommendation of the County's Contractor Hearing Board shall be presented to the Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the hearing board.

- e. If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- f. The County's Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- g. The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.
- h. These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- i. Attachment VII is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

(7) Jury Services Program:

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203).

Prospective Contractors should carefully read the Jury Service Ordinance, Exhibit R, and the pertinent jury service provisions of Exhibit I, Sample Agreement, Additional Provisions, Paragraph 39, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- a. The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual

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

- b. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- c. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit K, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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

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

- b. The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Subparagraph (11) of this Section.
- c. The Jury Service provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Subparagraph (9), Jury Service Program of this Section.
- d. The County also has a Policy on Doing Business with Small Business that is stated in Attachment W.

(9) Local Small Business Enterprise Preference Program:

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

(10) Local Small Business Enterprise (SBE) Prompt Payment Program:

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

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

The Proposer shall notify the County of any pending acquisitions/mergers of their

company. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

(12) Transitional Job Opportunities Preference Program:

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

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

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

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

- a. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar

foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

- b. All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Attachment V. A completed Attachment V is a required part of any agreement with the County.
- c. In Attachment V, prospective contractors certify either that:
 - they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**
 - they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- d. Prospective County contractors that do not complete Attachment V as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

(15) Injury and Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program

(IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(16) Background and Security Investigations

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

(17) Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Attachment X of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

(18) Proposer's Adherence to County's Child Support Compliance Program:

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

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

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

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

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

Q. Gratuities

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

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

R. Protest Process

Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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

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

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

S. Rejection/Cancellation of the RFP Process

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

T. Solicitation Requirements Review

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

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

- (1) The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
- (2) The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal;
- (3) The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review; and
- (4) The request for a Solicitation Requirements Review asserts either that:
 - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the Proposer; or
 - due to unclear instructions, the process may result in County not receiving the best possible responses from the Proposers.

U. Indemnification/Insurance

Contractor shall be required to comply with the indemnification provisions contained in the – Exhibit

I, Sample Contract, Paragraph 8. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Exhibit I, Sample Contract, Paragraph 8.

V. Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register on the County's WebVen. The WebVen contains the Proposer's (e.g., vendors) business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

X. REQUIREMENTS FOLLOWING CONTRACT AWARD

Proposers awarded a contract and who enter into a formal agreement with the County will be required to adhere to the following requirements:

1. Evaluation Forms and Progress Reports to TCPP

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

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

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

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

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

3. Program/Educational Material

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

4. Americans with Disabilities Act

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

5. Agency Information Documentation

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

XI. SELECTION PROCESS AND EVALUATION CRITERIA
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Selection Process

An evaluation committee administered by DHS will evaluate all proposals which adhere to the requirements of this RFP format and procedure. Based on the evaluation committee's findings, a recommendation may be made by the Director to the County's Board of Supervisors to award contracts to a Proposer, or Proposers, to provide tobacco control and prevention services as described therein.

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

Evaluation Process

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

1. Phase One - Pass/Fail Evaluation

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

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

2. Phase Two - Scored Evaluation

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

a. Narrative Description (70%)

Proposer's response and references confirm that Proposer has the appropriate experience and has demonstrated that it is capable of providing effective, high quality, and culturally sensitive promotion of smoking cessation services.

b. Scope of Work (20%)

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

c. Budget and Budget Justification (10%)

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

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

TCPP will review the Evaluation Committee's recommendations to consider the overall geographic and ethnocultural distribution of services countywide.

Director may, at his/her sole discretion, identify and request additional information in order to evaluate final candidates. Potential format and content might include oral presentations, procedural documentation, or site visits conducted by the Evaluation Committee or other Director-designated representatives.

5. Phase Four - Contract Negotiations

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

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

XII. SUBMISSION OF PROPOSAL

Submission of Proposal

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

An agency may submit only one application for TCPP RFP #2009-01.

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

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

In a sealed package, plainly marked in the upper left-hand corner with the name and return address of the Proposer, and marked in the lower left-hand corner COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES REQUEST FOR PROPOSALS FOR TOBACCO CONTROL AND PREVENTION SERVICES (RFP #2009-01)", submit one (1) complete original, unstapled but bound, ink-signed proposal, plus six (6) stapled, single-sided complete copies, for a total of seven (7) complete sets of the proposal to:

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

Attention: Linda Aragon, MPH

ALL PROPOSALS MUST BE RECEIVED BY THE FOLLOWING DEADLINE:

April 22, 2009

12:00 p.m. (noon).*

FAXED PROPOSALS WILL NOT BE ACCEPTED

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

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

XIII. RFP EXHIBITS AND ATTACHMENTS

EXHIBIT I

Contract No. _____

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Public Health (hereafter "DPH"), Department of Health Services (hereafter "DHS"), a network of County hospitals and health facilities; and

WHEREAS, pursuant to the Los Angeles County Codes Sections 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing laboratory courier services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, term "Director", as used herein, refers to the Director of DPH or his duly authorized designee; and

WHEREAS, in response to County's Request for Proposals for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on _____, and shall continue, in full force and effect through _____. In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services as described in Exhibit "A", Statement of Work, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: During the period of _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____).

4. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

5. BILLING AND PAYMENT:

A. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

B. Invoices and Payments: Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement.

Contractor's payments shall be as provided in Exhibit E, Billing and Payment, attached hereto and incorporated herein by reference and made part of this Agreement, Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

Contractor's invoices shall be priced in accordance with Exhibit E, Billing and Payment.

Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

Contractor shall submit the monthly invoices to County by the fifteenth (15th) calendar day of the month following the month of service.

Contractor shall bill in arrears for the monthly accumulated services except for storage, which shall be billed after the initial sixty (60) day period as specified in Exhibit A, Statement of Work.

All invoices under this Agreement shall be submitted in duplicate to the Department of Public Health, _____ – Attention: Director.

C. County Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably

withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by County.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

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

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising

from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Public Health -

Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-West; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

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

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

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

Each Occurrence: \$1 Million

Such insurance shall also include environmental impairment liability.

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

Such insurance shall also include environmental impairment liability.

C. Workers Compensation and Employers' Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million

aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

11. ASSIGNMENT AND DELEGATION:

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

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

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any

entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. 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.

12. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved 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 and appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

(3) The proposed subcontract amount, 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 must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibit(s) attached hereto.

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

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allow ability of any cost under this Agreement. In no event shall approval on any subcontract by Director be construed as affecting any increase in the amount contained in Exhibit E, Billing and Payment.

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

F. In the event that county consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract.

Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

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

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

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

13. COMPLIANCE WITH APPLICABLE LAW: 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.

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 Paragraph 8 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 cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

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

18. 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.

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

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Facility Name
Facility Address
City, California Zip Code

Attention: Administrator's Name

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

TOBACCO CONTROL AND PREVENTION SERVICES:

PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY

Rev 10/08/08

HOA.598222.1

ADDITIONAL PROVISIONS
TOBACCO CONTROL AND PREVENTION SERVICES:
PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY

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ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
TOBACCO CONTROL AND PREVENTION SERVICES:
PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY

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

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

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

- (1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and By-Laws.
- (3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).

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

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

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

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

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

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

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Public Health' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not

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

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

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

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

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

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

State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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

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

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

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

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

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

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

8. INDEPENDENT CONTRACTOR STATUS:

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

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

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. ACKNOWLEDGMENT that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under his Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such ACKNOWLEDGMENT shall be substantially similar to Exhibit 1, attached hereto and incorporated herein by reference.

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

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

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

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

12. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

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

(2) A General Ledger.

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

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

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the

employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem and other costs incurred by County for any inspection and audit at such other location.

B. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in

writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

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

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

The audit shall satisfy the requirement of the federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

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

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

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

13. REPORTS:

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

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

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

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

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has

provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, independent contractors and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all of its officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

15. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provisions of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and

agrees that neither Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DPH management personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

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

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

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

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

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

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

17. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and

performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

18. RESTRICTIONS ON LOBBYING:

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

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

contract upon which Director may suspend or County may immediately terminate this Agreement.

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

20. CONFLICT OF INTEREST:

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

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

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

orientation of new Board members and ongoing in-service education for existing members.

22. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS,

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

23. PURCHASES:

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

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

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment,

materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

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

with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

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

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

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

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

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in

the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

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

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

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

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

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

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

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

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

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

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or

extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. (Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

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

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

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

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

27. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR

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

performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

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

29. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public Health shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

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

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD

SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

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

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

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

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

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other

remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will generally not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any public entity, or non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

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

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative,

or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to the Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

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

debarment was imposed, or (4) any other reason that is in the best interest of County.

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

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

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

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

39. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

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

Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract

Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

40. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD

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

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

41. 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.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services will supply the Contractor with the poster to be used.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

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

AGRE 02/14/03

DESCRIPTION OF SERVICES

1. DESCRIPTION: In order to reduce tobacco-related death, disease and disability in Los Angeles County. Tobacco Control & Prevention Services provides for the development and implementation of local tobacco control and prevention initiatives. To this end contractors work closely with community-based organization, coalitions, health advocates and other health providers to provide tobacco prevention, education, policy, smoking cessation, and media services throughout the County of Los Angeles. The goal of which is: 1) to decrease secondhand smoke, 2) to reduce tobacco availability, 3) to counter pro-tobacco influences and 4) to provide tobacco cessation by using comprehensive "social norm" models.

2. PERSONNEL:

A. Contractor shall be responsible for the recruitment, hiring, training, purchasing of supplies and work schedules of project staff. Contractor personnel providing services hereunder shall at all times be employees of Contractor and Contractor shall hire, suspend, discipline or discharge such employees. County may refuse utilization of specific employees of Contractor for any reason, and, in such event, such employee shall be immediately removed from services hereunder by Contractor and shall be immediately replaced by Contractor pursuant to the agency's internal policies.

B. Contractor personnel providing services hereunder shall have prior training and/or experience in community intervention and/or health advocacy.

C. Contractor shall ensure that all its personnel providing services hereunder attend and complete the TCPP "New Contractor Orientation" training course. Contractor shall arrange through the TCPP for its personnel to attend the New Contractor Orientation training and to make available to new staff the TCPP Contractor Orientation Manual as soon as such training becomes available.

D. Contractor shall ensure that appropriate personnel attend the TCPP mandatory quarterly coalition for a Tobacco Free Los Angeles County meetings, the monthly mandatory Task Force Meetings and all other mandatory meetings and trainings as scheduled by TCPP.

E. Contractors shall ensure to employ at least one (1) individual (i.e., full time equivalent FTE position, one FTE = 40 hrs per week) specifically assigned to work full time under this Agreement. Approval of any exceptions to this requirement shall be obtained in writing from the Director. In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff identified in the Contractor's detailed line item budget and budget justification as presented to TCPP during the development and

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

F. Contractor personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be collaborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by program and the accounting for total work time on a daily basis. This requirements applies to all program personnel, including the person functioning as the executive director of the program if such executive director provides services claimed under this Agreement.

G. Contractor shall fill any vacant budgeted position within thirty (30) calendar days after the vacancy occurs. Approval of an exceptions to this requirement shall be obtained in writing from the Director. Furthermore, Contractor shall comply with any additional staffing requirements which may be included in this Exhibit and/or Scope of Work incorporated herein.

H. Contractor shall maintain appropriate documentation and have available for review by authorized County representative, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent

position becomes vacant during the term of this Agreement, Contractor shall within thirty (30) days, notify the Director of the said vacancy.

I. Contractor shall ensure that overall management of its responsibilities hereunder shall be provided by a designed Contractor staff member who shall work independently and coordinate all efforts to ensure that project activities are completed. Designated staff's name and title shall be forwarded to TCPP within thirty (30) calendar days of Agreement.

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

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

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

and the following procedures when developing materials for tobacco education where applicable.

1) Basic Principles:

a. Language used in written information materials/decision maker kits (i.e., press releases, media advisories, media kits, PowerPoint presentations, pamphlets, brochures etc.), audiovisual materials (i.e., DVD's, CD's, PSA's), and pictorials (i.e., posters, bus ads, billboards and similar educational materials) should use terms or descriptions necessary for the target audience to understand the messages.

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

2) Materials Review:

a. The TCPP will review all requests for the translation of all written materials, pictorials, audiovisuals, and questionnaires. The TCPP will ensure that all State requirements are met including clearance by the State Tobacco Education Clearinghouse of California to ensure non-duplication

and coordination to tobacco education materials development Statewide;

b. Within sixty (60) calendar days prior to the intended use date, the Contractor will present for assessment and written approval actual copies of written information materials/decision maker kits, pictorials, and audiovisuals proposed to be used in the implementation of the Agreement.

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

C. Incentive Policy Statement and Tracking Procedures:

Contractors providing tobacco control and prevention activities may utilize funds for incentive programs (i.e., interventions aimed at maintaining behaviors that prevent tobacco use or encourage tobacco cessation), provided cash is not used as an incentive and the value of the incentive is limited to Fifty dollars (\$50) worth of merchandise per person over a twelve (12) month period. Contractor shall adhere to the guidelines on use of incentives in accordance with, Exhibit C, Guidelines on Use of Incentives, attached hereto and incorporated herein by reference.

Awards exceeding this amount may be provided from donations solicited from within the community. Contractor will adhere to the incentive award policy in accordance with the following guidelines:

- 1) All funds expended for incentives must be tied directly to a tobacco control and prevention education, prevention, intervention, or cessation program.
- 2) Incentives are to be used for patient/client related activities only.
- 3) Contractor is responsible for maintaining a properly documented incentive tracking log for all incentive award recipients and shall document this information in accordance with Attachment IV, attached hereto and incorporated herein by reference.
- 4) The incentive tracking log shall be forwarded to the TCPP office within three (3) working days after each activity.

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

organization, period of performance, description of activities, evaluation mechanism and an itemized budget. Subcontracts must be submitted to the TCPP within thirty (30) calendar days of the effective date of subcontract.

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

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

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

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

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

b. Contractor shall utilize mandatory evaluation forms as required by the County.

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

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

A. That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered; that Contractor can carry the cost of the program for at least 90 days at any point during the term (s); and that Contractor has the power and authority to execute this Agreement.

B. That the subject materials shall not violate or infringe any copyright (whether literary, dramatic, musical, or otherwise), patent, trademark, trade name or contract, property or personal right, or right of privacy or other right of any person, or constitute an act of unfair competition, or a libel or slander of any person.

C. That there are and will be no claims, liens, encumbrances or right in or to the subject materials or any part thereof which can or will impair County's rights thereunder.

D. That Contractor has not granted or assigned, and will not grant or assign to any person or entity other than County, any right, title, or interest in or to the subject materials.

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

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

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

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

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

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

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

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

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

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

EDUCATIONAL MATERIALS STANDARDS

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

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

g. Identification of who will use the material in the delivery of the educational programs, e.g., health educator, physician, or volunteer.

h. A cost estimate of achieving the camera ready stage and total printing or production costs.

AGENCY INFORMATION DOCUMENTATION

The documents listed below are not required to be submitted with Proposer's concept paper(s). These documents shall be submitted to TCPP by Proposers awarded a contract, within 30 calendar days of the effective date of the contract.

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

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

INTENT TO APPLY

Please submit this form by 5:00 p.m., Wednesday April 15, 2009. Failure to submit this form to TCPP will render you ineligible to apply under this RFP.

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

FAX: (213) 351-2710

This is to inform you that our organization is interested in applying for funding under RFP #2009-01 PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY. We understand that this is not a commitment, but is provided to TCPP only for the purposes of identifying interest in the RFP and to adequately plan for the proposal review process.

AGENCY NAME: _____

AGENCY ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signature of Executive Director, CEO, designated Board Member **Date**

**PROPOSAL COVER PAGE 2009-01
REQUEST FOR PROPOSAL
PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY**

Agency Name: _____

Agency Address: _____

Agency Telephone Number: (____) _____

Contact Person: _____
(Name/Title) (Direct Telephone Number)

Executive Director: _____
(Signature) (Print Name)

OUTCOME OBJECTIVE	CITY SERVICE PLANNING AREA (SPA) AND SUPERVISORIAL DISTRICT WHERE CAMPAIGN WILL BE IMPLEMENTED	FUNDING REQUEST

Agency Name 2009-10 Line Item Budget

Attachment C
(SAMPLE)

CBO Code:

Contract No:

	Monthly Salary	Percent of Time	No. of Months	BUDGET
A: Personnel				
Project/Communication Manager	\$ 4,167	20%	11	\$ 9,167
Community Outreach Coordinator	\$ 2,916	100%	11	\$ 32,076
Employee Benefits (28%)				\$ 11,548
Total Salaries and Benefits				\$ 52,792
B: Services and Supplies				
Office Supplies				\$ 1,113
Postage				\$ 500
Communications				\$ 1,000
Coping/printing				\$ 2927
Accounting & Audit Service				\$ 1,000
Insurance				\$ 1,000
Mileage				\$ 2,500
Equipment Rental / Lease				\$ 250
Marketing Campaign				\$ 20,000
Promotional/Educational Materials				\$ 3,000
Total Services and Supplies				\$ 33,290
C: Facility Rent, Maintenance and Depreciation				\$ 6,000
D: Indirect Costs (15% of salaries and benefits)				\$ 7,919
Total Implementation Costs				\$ 100,000

(SAMPLE)

AGENCY NAME

2009-10

11 – MONTH LINE ITEM BUDGET JUSTIFICATION

PERSONNEL:

Project /Communication Manager: Under the direction of the Executive Director, is responsible for the overall coordination development and oversight and implementation of community-based strategies to promote smoking cessation services, including marketing campaign, the development of a community information tool kit, and educational training curricula. Reviews and approves the all community-based strategies, tool kit, educational training curricula, and all other program related documents monthly reports and invoices. Ensures all contract requirements are met. Hires staff and provides supervision to community outreach coordinator, conducts staff meetings, and reviews program progress. Monitors program expenditures and approves budget revisions. *(Employee Name, 20%, \$4,167 monthly salary)*

Community Outreach Coordinator: Under the direction of the Project/Communication Manager, identifies target populations, conducts outreach, develops newsletter articles and other communications, and conducts presentations to target populations. Also, develops community tool kit, educational training curricula, and all other program related documents. Prepares monthly invoices, reports, and budget revisions. *(Employee Name, 100%, \$2,916 monthly salary)*

Employee Benefits: This includes medical and dental benefits as well as paid vacation and sick time. Employee benefits are 28% of full-time salaries \$11,548.

Services and Supplies:

Office Supplies: Usage of office supplies such as a copier paper, pens, pencils, note pads, printer toner and all other consumable supplies to assist in the implementation of the program, for a total annualized amount of \$1,113.

Postage: Mailing of meeting announcements and other information is estimated at \$500 per year.

Communications: The average cost for telephones, facsimile, local and long distance calling for program staff and a dedicated Internet line for an annualized amount of \$1,000.

Copy/printing: Reproduction of marketing campaign materials, information kits and all other pertinent documents, is estimated to average for an annualized amount of \$2,927

Accounting & Audit Service: A percentage of the accounting and audit services will be billed to this contract for an annualized amount of \$1,000.

Insurance A percentage of general liability insurance will be billed to this contract, for an annualized amount of \$1,000.

Mileage: Mileage reimbursements for attending meetings, coordinating activities and conduct outreach activities is estimated at \$2,500 annually.

Equipment Rental/Lease: A percentage of equipment rental/lease agreement will be billed to this contract, for an annualized sum of \$250.

Marketing Campaign: Create and implement marketing campaign to promote effective smoking cessation services to organizations that serve a large number of smokers. Campaign can utilize print ads, posters, direct mail pieces, new member kits, listservs, email, pay check stubs, and print and/or electronic newsletters for an annual amount of \$20,000.

Promotional/Educational Materials: Purchase promotional/educational items costing less than \$1.00 each with smoking cessation messages for an annualized sum of \$3,000

Facility Rent/Lease/Purchase:

Rent The program is estimated to occupy 600 square feet of office space in the last 12 months for a total of \$6,000 (600 sq ft x \$1.00 = \$500 x 12 mos. = \$6,000).

Indirect Costs: Indirect cost is 15% of total salaries and employee benefits for an annualized sum of \$7,919 Indirect costs include administrative overhead.

SCOPE OF WORK INSTRUCTIONS and FORM

SCOPE OF WORK

The Scope of Work (SOW) provides a detailed “road map” of the proposed project that describes:

What activities will be done for each objective;
How much will be done;
Where activities will be delivered;
Who are the recipients of the activities;
Staff responsible for the activities;
Appropriate and reasonable timelines;
Appropriate tracking measures to document completion of each activity.

Funding Category

Promotion of Smoking Cessation Services in Los Angeles County

Objective

The SOW must include an outcome objective for each funding category. Outcome objectives state the anticipated result of intervention activities. Objectives should be SMART - specific, measurable, achievable, realistic, and time bound.

Activities

For each program objective, list what specific steps are necessary to complete each objective. For example, hire staff, meet with coalition members, build coalition membership, develop presentation outlines, educate local officials and community, develop and select materials, obtain approval of materials from contract manager, administer surveys, analyze and summarize survey data, prepare sign-in sheets, prepare fact sheets and survey data reports. Consecutively number each activity by phase and activity order within phase, describing **all** proposed activities. Please see the Scope of Work example.

Timeline

Every activity for each objective needs a timeline – a beginning and ending date for the activity listed.

Documentation/Evaluation

Provide documentation that each activity was completed. Examples of documents include educational materials, agenda, presentation outlines, meeting announcements, letters of approval, completed sign-in-sheet, meeting summaries, calendar of meetings, presentations, events, etc. Provide a list of the documents that will be maintained on file or submitted with monthly reports.

LOS ANGELES DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK
August 1, 2009 through June 30, 2010

Agency: _____

GOAL: Reduce smoking and increase successful quit attempts among smokers by increasing access and utilization of the free and low-cost effective cessation services in Los Angeles County.

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
1. By (insert date), agency will develop a community education toolkit that includes culturally and appropriate educational materials to promote free and low-cost effective smoking cessation services. Toolkit will be distributed during presentations to community groups.	1.1 1.2 1.3		
2. By (insert date), agency will conduct a minimum of 20 presentations (30 minutes each) to community groups such as WIC, Head Start, community clinic associations, faith-based organizations health care professional associations to educate staff about the health effects of smoking and available cessation services/resources.	2.1 2.2 2.3		
3. By (insert date), agency will identify and participate in a minimum of 20 community events to	3.1 3.2		

LOS ANGELES DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK
August 1, 2009 through June 30, 2010

Agency: _____

GOAL: Reduce smoking and increase successful quit attempts among smokers by increasing access and utilization of the free and low-cost effective cessation services in Los Angeles County.

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
promote free and low-cost smoking cessation services among target populations.	3.3		
4. By (insert date), agency will identify or develop an employer toolkit that includes educational material and practical tools for implanting an employer-based smoking cessation program. Toolkit will be distributed during presentations to business groups.	4.1 4.2 4.3		
5. By (insert date), agency will conduct a minimum of 20 presentations (30 minutes each) to business groups, such as employers, chambers of commerce, business associations to provide practical tools for implementing employer-based smoking cessation program and expanding health benefit coverage for smoking cessation treatment.	5.1 5.2 5.3		
6. By (insert date), agency will identify and utilize existing organizational vehicles, such as new member kits, listservs, email, pay stubs to provide employers, clinicians, and social service programs with	6.1 6.2 6.3		

LOS ANGELES DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK
August 1, 2009 through June 30, 2010

Agency: _____

GOAL: Reduce smoking and increase successful quit attempts among smokers by increasing access and utilization of the free and low-cost effective cessation services in Los Angeles County.

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
<p>information and practical tools for promoting free or low-cost effective smoking cessation services in Los Angeles County.</p> <p>7. By (insert date), agency will develop and submit a minimum of 10 newsletter articles that promote free and low-cost effective smoking cessation services to health care organizations, professional associations, business organizations, or community groups.</p>	<p>7.1 7.2 7.3</p>		

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION

The Proposer certifies that:

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

Signature: _____

Date: _____



Notice 1015

(Rev. December 2007)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

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

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

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____

Tel.#: _____ Fax#: _____

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

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

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

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

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
-----------------------	----------------------	-------	------

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

Name	State	Year Inc.

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

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

Name	County of Registration	Year became DBA

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

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

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

Name	Year of Name Change

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

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

(list each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

Yes **No** _____ years experience, within the last ____ years

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

Proposer's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

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

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

Title 2 ADMINISTRATION**Chapter 2.203.010 through 2.203.090****CONTRACTOR EMPLOYEE JURY SERVICE****2.203.010 Findings.**

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- 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)

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

PROSPECTIVE CONTRACTOR REFERENCES

Attachment L

Contractor's Name: _____

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

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.

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

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

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.

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

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

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

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

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Bidder/Contractor, _____ hereby affirms that
(Bidder's/contractor's Legal Entity Name

It understands and agrees that a submission of a bid response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for Health Survey Services dated _____, constitutes acknowledgment and acceptance of, and a wiliness to comply with all the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

Signature of Authorized Representative
Of Bidding/Contracting Entity

Date

Print Name

Date

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

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

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

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

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

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

Print Name of Signer _____ Title _____

Signature _____ Date _____

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

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

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

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

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

For each area contested, Proposer must explain in detail the factual reasons for the requested review.

(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____
Results of Review - Comments: _____ _____ _____
Date Response sent to Proposer: _____

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

Proposer hereby certifies that neither Proposer,

(name as shown on proposal)

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

Signature of Authorized Representative
of Proposing Entity

Date

Print Name

Title

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

REQUIRED DOCUMENTATION/REQUIREMENT CHECKLIST

This form is provided as a reference only. Proposers shall assume responsibility for all documentation requested in this RFP.

DOCUMENTATION/REQUIREMENT	CHECK (✓)
Cover Letter Signed in Blue Ink (1 page)	
Table of Contents	
Request for Proposals Paper Cover Page (1 page)	
Minimum Requirements to Participate	
Executive Summary (1 page)	
Narrative Description (9 pages maximum)	
Section 1: Organizational Information (3 pages)	
Section 2: Statement of Need (2 pages)	
Section 3: Program Design (2 pages)	
Section 4: Evaluation and Quality Management (2 pages)	
Scope of Work (no page limit)	
Budget and Budget Justification (no page limit)	
Legal Entity Description/Financial Capability/Insurance	
Legal Entity Description	
Financial Capability	
Insurance	
Attachment/Required Documents	
Attachment A: Intent to Apply	
Attachment B: Proposal Cover Page	
Attachment C: Sample Line Item Budget and Justification	
Attachment D: Scope of Work Instruction and Form	
Attachment E: Certification of No Conflict of Interest	
Attachment F: Familiarity with the County Lobbyist Ordinance.	
Attachment G: IRS Notice 1015 (Reference only)	
Attachment H: Attestation of Willingness to Consider Gain/Grow Participants	

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