

**LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES**

**TOBACCO CONTROL AND PREVENTION PROGRAM**

**REQUEST FOR PROPOSALS (RFP)**

**RFP #2005-001**

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

**RELEASE DATE: March 14, 2005**

**PROPOSAL DUE DATE: 4:00 P.M., April 12, 2005**



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Los Angeles, CA 90010  
Tel (213) 351-7890 FAX (213) 351-2710  
[www.lapublichealth.org/tob](http://www.lapublichealth.org/tob)

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

REQUEST FOR PROPOSALS (RFP)  
FOR THE PROVISION OF  
TOBACCO CONTROL AND PREVENTION SERVICES:  
COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY

TABLE OF CONTENTS

	<u>Page No.</u>
<b>I. Tentative Schedule of Events</b> .....	5
<b>II. Purpose</b> .....	6
<b>III. Phase Model</b> .....	6
Phase I: Community Assessment .....	7
Phase II: Policy Campaign Strategy .....	7
Phase III: Coalition Building/Broadening .....	8
Phase IV: Policy Campaign Implementation .....	8
Phase V: Policy Campaign Evaluation .....	9
<b>IV. Funding Categories</b> .....	9
Category 1: Tobacco Retail Licensing .....	9
Category 2: Smoke-Free Outdoor Areas .....	9
Category 3: Smoke-Free Housing .....	10
<b>V. Availability of Funds</b> .....	10
Funding Limitations and Exclusions .....	10
<b>VI. Contract Term</b> .....	11
<b>VII. Minimum Requirements to Participate</b> .....	11
<b>VIII. Critical Dates and Submission Information</b> .....	12
RFP Availability .....	12
Proposers' Conference .....	13
Questions and Correspondence .....	13
Proposing Entity Limitations .....	14
Intent to Apply .....	14
Proposal Submission Deadline .....	14
Contract Start Date .....	14
<b>IX. Background</b> .....	15
Los Angeles County .....	15
Tobacco Control and Prevention Program .....	15
Rationale for Policy-Based Tobacco Control .....	16
Overview of the Problem .....	16
Funding Category Background .....	18

<b>X.</b>	<b>Submission Requirements</b> .....	23
	General Format Requirements .....	23
	Executive Summary .....	25
	Narrative Format .....	25
	Section 1: Organizational Information .....	25
	Section 2: Proposed Program .....	25
	2a: Phase I – Community Assessment .....	25
	2b: Phase II – Policy Campaign Strategy .....	26
	2c: Phase III – Coalition Building/Broadening .....	26
	2d: Phase IV – Policy Campaign Implementation .....	27
	2e: Phase V – Policy Campaign Evaluation .....	27
	Section 3: Scope of Work .....	28
	Section 4: Budget and Budget Justification .....	28
	Section 5: Attachments/Required Documents .....	28
<b>XI.</b>	<b>Proposal Conditions</b> .....	31
	Informal Solicitation for Proposals .....	31
	County Responsibilities .....	31
	Final Contract Award by County’s Board of Supervisors .....	31
	Compliance with Request For Proposals .....	32
	Acceptance of Terms and Conditions .....	32
	County Changes to Request for Proposals .....	32
	Proposer Changes to Proposal .....	33
	Contact with DHS Employees .....	33
	Firm Offer .....	33
	Inquiries and Investigative Authority .....	33
	Truth and Accuracy of Representations .....	33
	Disclosure of Contents of Proposals .....	34
	Term of Contract .....	34
	Compliance with Applicable Law .....	34
	County Contract Provisions .....	34
	Cost of Proposals and/or Modifications of Proposer’s Operations .....	38
	Gratuities .....	38
	Protest Process .....	38
	Rejection/Cancellation of the RFP Process .....	39
	Solicitation Requirements Review .....	39
<b>XII.</b>	<b>Requirements Following Contract Award</b> .....	39
<b>XIII.</b>	<b>Selection Process and Evaluation Criteria</b> .....	40
<b>XIV.</b>	<b>Submission of Proposal</b> .....	42
<b>XV.</b>	<b>RFP Exhibits and Attachments</b> .....	44
	<b>EXHIBITS</b>	
	Exhibit I: Sample Agreement .....	Exhibit I-1
	Exhibit II: Agency Information Documentation .....	Exhibit II-1
	Exhibit III: Los Angeles County Service Planning Areas (SPAs), Supervisory Districts, and Select Cities .....	Exhibit III-1

**ATTACHMENTS**

Attachment A: Intent to Apply ..... A-1  
Attachment B: Proposal Cover Page ..... B-1  
Attachment C: Acceptance of Terms and Conditions Affirmation ..... C-1  
Attachment D: County Lobbyist Ordinance Certification ..... D-1  
Attachment E: Principal Owner Information Form ..... E-1  
Attachment F: Child Support Compliance Program Certification ..... F-1  
Attachment G: Federally Funded Health Care Program Affidavit ..... G-1  
Attachment H: Avoidance of Conflict of Interest Certification ..... H-1  
Attachment I: Business Enterprise Information Form ..... I-1  
Attachment J: Proposer’s Equal Employment Opportunity (EEO) Certification ..... J-1  
Attachment K: Scope of Work Instructions and Form ..... K-1  
Attachment L: Sample Budget Justification and Sample Line Item Budget ..... L-1  
Attachment M: Reference Check Form ..... M-1  
Attachment N: Agency Management Information ..... N-1  
Attachment O: County of Los Angeles Contractor Employee Jury Service Program  
Application for Exemption and Certification Form ..... O-1  
Attachment P: Attestation of Willingness to Consider County’s Department of  
Social Services (DPSS) Greater Avenues For Independence (GAIN)  
Program or General Relief Opportunity for Work (GROW) Participants  
for Employment ..... P-1  
Attachment Q: Request for a Solicitation Requirements Review ..... Q-1  
Attachment R: Certification of Independent Price Determination & Acknowledgment  
of RFP Restrictions ..... R-1  
Attachment S: Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion ..... S-1  
Attachment T: Documentation/Requirement Checklist ..... T-1  
Attachment U: Resource Guide ..... U-1

## I - TENTATIVE SCHEDULE OF EVENTS

March 14, 2005	-	9:00 a.m.*	Issue the RFP
March 18, 2005	-	5:00 p.m.*	Deadline for requesting mailing of RFP
March 21, 2005	-	1:00 p.m.*	Proposers' conference
March 25, 2005	-	5:00 p.m.*	Deadline for picking up RFP
March 30, 2005	-	5:00 p.m.*	Deadline for submitting Intent to Apply form
April 8, 2005	-	5:00 p.m.*	Deadline for submitting questions in writing to TCPP
April 12, 2005	-	<b>4:00 p.m. *</b>	<b>Deadline for receipt of proposals</b>
July 1, 2005	-	N/A**	Anticipated effective date of the new contracts

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

\*\* Not Applicable

**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://www.lapublichealth.org/tob/> or by contacting Luz Chavez, Chief, Contracts and Grant Management Unit at (213) 351-7890.**

## II - PURPOSE

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

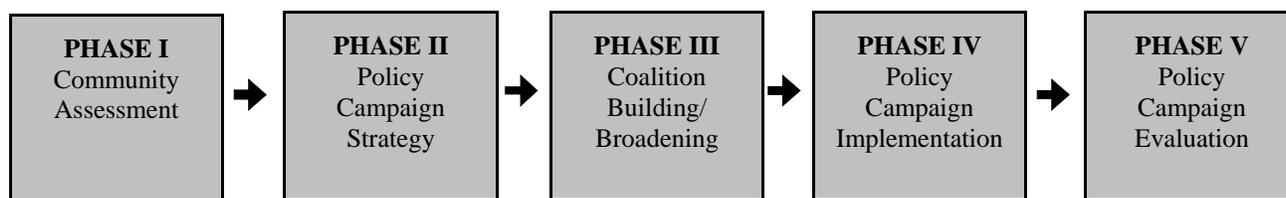
This process will provide a formal procedure in which agencies (hereafter collectively referred to as "Proposers") can submit their qualifications and proposals (collectively referred to as "proposal") for providing those services in Los Angeles County, as described herein, from which the Los Angeles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

## III - PHASE MODEL

The Los Angeles County Tobacco Control and Prevention Program (TCPP), in collaboration with the Center for Tobacco Policy and Organization (CTPO) developed a phase-based policy campaign model for effectively fostering adoption of local tobacco control policies. Because the benefits and impact of using this approach are increasingly clear, TCPP plans to contract with community based organizations or agencies to utilize the phase-based policy campaign model for implementing several initiatives throughout Los Angeles County. The five phases of the model are as follows:

- community assessment
- policy campaign strategy
- coalition building/broadening
- policy campaign implementation
- policy campaign evaluation

### Phase Model



**No prior knowledge of the model is necessary for Proposers to apply for funding through this RFP.**

A brief description of the phase model is presented below. Additional information can be obtained through the TCPP website at [www.lapublichealth.org/tob](http://www.lapublichealth.org/tob). If you do not have internet access, you can submit a written request for additional information to Luz Chavez, TCPP, 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010. Please include a return address with your request.

## **Phase I: Community Assessment**

In the phase model approach, the purpose of the community assessment is to identify and document local problems and issues that may influence key policy/decision makers. A comprehensive community assessment incorporates two components: documenting public health problems (e.g., smoking prevalence in youth) and examining the political environment (e.g., interviewing key decision makers).

Although the public health information or data collected depends on the specific policy objective, several general considerations apply. The decision of what information to collect will be influenced by which policy/decision maker is the focus of the campaign (e.g., a specific city council member is more likely to be influenced by documentation of a public health problem in their district), the makeup of the campaign coalition (e.g., recruiting coalition members will be facilitated by data that addresses their concerns), and the likely allies (e.g., a local church will more likely serve as an ally if the data demonstrate a problem in their community).

In addition to the public health aspect of the community assessment, all aspects of the political environment must be investigated. For example, information could be collected that answers the following questions: What other tobacco control policies have been passed? What are the attitudes among community leaders about regulating local retailers, housing developments, or outdoor areas/events? What are the attitudes of the mayor and council members about the policy? Who would have to enforce the policy? Would the local media support it? The answers to these questions about the political environment are as critical for the campaign as are the public health data, and a successful community assessment will include relevant information about both components.

## **Phase II: Policy Campaign Strategy**

Information collected about the public health and political environment during the community assessment (Phase I) guides the development of a campaign strategy. Campaign strategy can be broken down into five components: 1) developing campaign goals; 2) organizational considerations; 3) identifying constituents, allies, and opponents; 4) selecting appropriate policy/decision makers; and 5) choosing tactics. Taken together, these five components serve as a blueprint or roadmap for building the power necessary to influence decision makers to adopt a given tobacco control policy. A brief description of each component is presented below.

**Goals:** Short-term goals are task orientated such as lining up support from community organizations. Intermediate-term goals are the ones that the campaign hopes to achieve (e.g., passing a retailer licensing policy and ensuring aggressive enforcement of policy), and long-term goals (e.g., reducing youth access to tobacco or reducing exposure to secondhand smoke) are usually accomplished over a long period of time.

**Organization:** Tangible resources such as staff, volunteers, office space, supplies, and equipment; less tangible resources such as relationships with specific news reporters, having a well-respected campaign chair, and coalition members with good reputations.

**Constituents, allies, and opponents:** Specific individuals or organizations that care about the issue and have power to influence policy/decision makers. Constituents are those who will actively participate in the campaign. Allies may endorse the campaign but not contribute resources. Opponents are individuals and organizations who have a vested interest in preventing policy adoption.

**Policy/decision makers:** Person(s) (e.g., mayor, city council member) who can make the final decision to help you achieve your goals. Sometimes it is necessary to identify individuals and organizations (e.g., community leader) that do not have decision-making authority but can influence those who do.

**Tactics:** Tactics are specific activities that constituents and allies employ to influence the policy/decision makers to achieve your goals. Successful tactics focus on the policy/decision makers (and individuals or organizations that influence them) to achieve a specific demand or goal. Examples of tactics include media coverage, paid advertising, petitions, public official visits, and public hearings.

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

Two critical components of developing an overall policy campaign strategy, as described in Phase II, are 1) identifying organizational resources such as leaders, coalition members, constituents and allies; and 2) broadening your coalition by recruiting the key organizations, community leaders, and people with special skills. Taken together, successfully completing the activities that comprise these two components ensures that the needed leadership and expertise are available to achieve your policy goals.

A well conceived recruitment plan is critical to secure the needed leadership and expertise. Proven recruitment guidelines include gathering detailed background information about the organization or individual, legitimization by establishing your track record and history of success in previous campaigns, actively listening, demonstrating passion about the issue, obtaining a commitment and then following up. After a successful recruitment effort, it is important to sustain the energy and focus of the coalition or committee.

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

Phases I through III lay the necessary foundation for successful campaign implementation. Before describing implementation activities, it is important to clarify the distinction between lobbying and advocacy. Proposition 99 funds awarded to community contractors by TCPP may *not* be used for lobbying, that is, directly influencing legislation. Lobbying activities include communicating with governmental staff or officials who may participate in the formulation of legislation, or with the general public with the intention of promoting a “yes” or “no” vote in a particular piece of legislation.

Educating elected officials, their staff, government employees, or the general public about your program or about tobacco-related issues is advocacy. Concerns or questions regarding the distinction between lobbying versus advocacy or the appropriateness of a specific activity should be brought to the attention of your agency’s attorney or you should consult legal authorities.

Lobbying is an important part of an overall campaign strategy. **Although TCPP contractors cannot lobby, individuals and organizations should be recruited who can lobby (e.g., voluntary health organizations, community leaders, prominent board members, and concerned citizens).**

Before initiating implementation activities, a thorough review and discussion of the policy campaign strategy with all campaign participants is necessary to ensure that the plan is understood and will be followed. Typical implementation activities include communicating the campaign through the media, educating policy/decision makers and those who can influence them such as law enforcement officials, city staff, and elected officials, speaking at public hearings, and negotiating with policy/decision makers.

## **Phase V: Policy Campaign Evaluation**

Evaluation of a campaign is crucial not only to determine its effectiveness but to understand its strengths and weaknesses so that refinements can be made and future efforts optimized. Sound evaluation plans include: 1) measurable objectives or goals; 2) process measures such as number of stores visited to assess compliance or number of meetings with elected officials; and 3) an appropriate evaluation design that specifies the number and types of measurements (e.g., a baseline and follow-up measurement), use of a control group, and sampling plan (e.g., random assignment). **Please note that TCPP will have primary responsibility for conducting the evaluation of the campaigns.**

## **IV - FUNDING CATEGORIES**

This RFP seeks to fund proposals to utilize the phase-based policy campaign model for organizing activities involved in the passage of initiatives in the following policy categories:

### **Category 1: Tobacco Retail Licensing**

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

Strong local tobacco retail licensing ordinances would have the following components:

- Requirements that all retailers who sell tobacco products obtain a license and renew it annually,
- A fee set high enough to sufficiently fund an effective program including administration of the program and enforcement efforts,
- An enforcement plan, which includes compliance checks, should be clearly stated,
- Coordination of tobacco regulations so that a violation of any existing local, state or federal tobacco regulation violates the license,
- A financial deterrent through fines and penalties, including suspension and revocation of the license, and
- Fines and penalties should be outlined in the policy.

TCPP anticipates funding 8 contracts in Category 1.

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

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

Secondhand smoke policies to prohibit smoking may address the following outdoor areas:

- Prohibit smoking in all public parks, community gardens, sporting facilities, arenas, and boardwalks,
- Create a smoke-free zone around doorways and the openings of buildings so that smoke does not drift into places where smoking is prohibited,
- Prohibit smoking in outdoor dining areas.

TCPP anticipates funding 2 contracts in Category 2.

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

The goal of this category is to use the phase model approach for organizing activities to assist in the adoption of policies designating at least 50% of any new multi-unit housing development as smoke-free in cities within Los Angeles County.

A **new** multi-unit housing development is defined as:

- Having 10 units or more,
- Either offering market rate or affordable housing,
- Built after the smoke-free housing policy has passed in the designated city.

TCPP anticipates funding 2 contracts in Category 3.

**Proposers interested in providing services in multiple categories must submit separate proposals for each of the categories under which they intend to provide services.**

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

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

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

Proposers should submit a line item budget for a twelve month contract term from July 1, 2005 through June 30, 2006. Please refer to Section X 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 the contract for up to two additional years.

#### **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 (hereafter, referred to as "Director") for approval of all proposed subcontracts. All requests for approval of subcontracts shall include at a minimum: (a) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected; (b) a description of the services to be provided under the subcontract; (c) the proposed subcontract amount; and (d) a copy of the proposed subcontract. Any subsequent changes to the Director approved subcontract shall be made in the form of a written amendment and must have Director's approval prior to its effective date. (Please refer to Exhibit I, Sample Agreement, for additional information regarding subcontracts.)
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.

## VI - CONTRACT TERM

The anticipated contract term for the Tobacco Control and Prevention Services Agreement is from July 1, 2005 through June 30, 2006, with a renewal option up to an additional two (2) years through Fiscal Year 2008, contingent upon availability of funding from local, state, and federal resources.

Renewal options will be at the sole discretion of the Director of Health Services or his/her designee. The Director of Health Services 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 July 1, 2005.

## VII - MINIMUM REQUIREMENTS TO PARTICIPATE

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

- a. Have at least one (1) year experience in health policy advocacy 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, as of the effective date of the new contract, a local business office located in Los Angeles County.

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**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.**

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## VIII - CRITICAL DATES AND SUBMISSION INFORMATION

### RFP Availability

Printed copies of the RFP will be available for pickup on or about March 14, 2005, Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m., through March 25, 2005, at the following address:

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

To ensure adequate time for preparation of the proposal, it is recommended that interested agencies obtain a copy of the RFP as soon as possible. The RFP will be mailed as a courtesy (upon written request to the address as listed above), if the written request is received by TCPP no later than **5:00 p.m. on March 18, 2005**. 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://www.lapublichealth.org/tob/>. Proposers will be responsible for checking the Tobacco Control and Prevention Program website for updates and RFP addenda that may be posted subsequent to the release of the RFP. Any addenda will be sent to those Proposers who complete an *Intent to Apply* form (Attachment A).

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

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

### **Proposers' Conference**

Proposers are strongly encouraged to have at least one (1) representative attend the Proposers' Conference. Proposals are generally strengthened by the attendance of key staff who will contribute to the proposal's development and program implementation. The Proposers' Conference is scheduled for **March 21, 2005 at 1:00 p.m.** at the following location:

Department of Health Services  
Administration Building (Lobby Auditorium)  
313 North Figueroa Street  
Los Angeles, California 90012

Limited parking is available behind the DHS Administration Building at the "5 Star Parking" lot (Lot #29) at Fremont Avenue and Temple Street (entrance on Fremont Avenue) for \$7.00 all day, at the "Parking Company of America" lot on the northwest corner (across from the DHS Administration Building) at Temple Street and Figueroa Street (entrance on Temple Street) for \$7.00 all day, and also at meter parking surrounding the building.

Questions about the Proposers' Conference may be directed to Luz Chavez at (213) 351-7890.

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

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

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### **Questions and Correspondence**

Only written inquiries will be accepted regarding the RFP and must be submitted to Luz Chavez. **No telephone inquiries will be accepted.** Proposers may submit questions via e-mail, fax, or mail. All questions must be received by **5:00 pm on Friday, April 8, 2005.** 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  
E-mail address: [luchavez@ladhs.org](mailto:luchavez@ladhs.org)

All inquiries must include:

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

Answers to all questions will be included in a written addenda and faxed or e-mailed to all organizations that submit a timely Intent to Apply form.

### **Proposing Entity Limitations**

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

### **Intent to Apply**

The Intent to Apply form (Attachment A) should be received on or before **5:00 p.m., Wednesday, March 30, 2005**. The Intent to Apply form must be signed by the Executive Director, CEO, or designated Board Member of the proposing agency. Forms may be mailed to the attention of Luz Chavez at 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010 or faxed to (213) 351-2710. Failure to submit a properly executed Intent to Apply Form may result in an agency failure to receive any subsequent information, addenda, etc.

Submitting agencies are responsible for verifying that the form 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 **4:00 p.m. (Pacific Time) on April 12, 2005. No extensions will be made.** If delivered in person, proposals should be delivered to 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010, Attention: Linda Aragon, MPH. TCPP cannot validate parking for persons delivering proposals.

### **Contract Start Date**

Services resulting from this RFP are anticipated to start **July 1, 2005**.

## **IX - BACKGROUND**

### **Los Angeles County**

Los Angeles County is the largest county in the United States with an estimated 2004 population of more than 10.1 million. 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 nearly 30% of its population.

In addition, Los Angeles is one of the most diverse counties in the nation. It is estimated that 44.6% of the population is Latino, 31.1% White, 12.1% Asian/Pacific Islander, 9.5% African American, and 0.3% Native American. Ethnic diversity is largely attributed to continuing immigration from countries in Asia, the Pacific Islands, and Central and South America. Los Angeles County is home to a large gay and lesbian community, with estimates approximating 675,000. The median age for Angelenos was 32 years in 2000, and has been rising steadily for the past several decades. The County population has continued to grow, largely due to a high birth rate, rather than immigration.

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

In November 1988, California voters approved the California Tobacco Tax and Health Promotion Act (Proposition 99), making this the first state in the nation to implement a comprehensive tobacco control program. Since that time, the California Department of Health Services Tobacco Control Section (CDHS/TCS) has made large strides in tobacco control and remains the largest of its kind in the world. In an effort to provide an infrastructure that reaches into communities across the state, TCS has established tobacco control programs in 61 local health departments known as local lead agencies (58 counties and three cities). The Los Angeles County Department of Health Services' Tobacco Control and Prevention Program (TCPP) is the largest local lead agency in California in terms of size and funding. TCPP implements a countywide tobacco control program primarily through contracts with community organizations.

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

A comprehensive approach has greater impact on tobacco use, but requires greater amounts of collaboration, resources, partnerships, and commitment among traditional and non-traditional affiliates. TCPP is fully committed to fostering strong collaborations with and among its contractors, with voluntary health associations, other local lead agencies, and organizations with an interest in tobacco control.

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

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

The 1999 Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs, the 2000 U.S. Surgeon General's Report: Reducing Tobacco Use, and the 2001 Guide to Community Preventive Services each provide recommendations on how to reduce the disease and death attributed to tobacco based on systematic reviews of the efficacy of interventions and associated economic benefits.

These documents recommend that communities develop and maintain comprehensive, multifaceted prevention programs that include community-level interventions that: (1) promote development and enforcement of tobacco control policies that reduce exposure to SHS, (2) encourage the development and enforcement of policies that reduce the availability of tobacco products, (3) increase smoking cessation for current users, and (4) influence social norms such that tobacco use is viewed as unacceptable.

CDHS/TCS recognized that a comprehensive approach designed to change social norms is more effective in reducing tobacco use than focusing on individual smoking behavior. The National Cancer Institute's (NCI) Standards for Comprehensive Smoking Prevention and Control were adopted, recommending policy, media, and program interventions using community coalitions as the impetus for change.

A primary avenue for achieving social norm change is through enactment of tobacco control policies. Using a grassroots, bottom-up approach has proven to be successful in the initiation, adoption, and implementation of such policies. Local tobacco control initiatives are easier to implement and have greater enforcement and compliance rates than statewide efforts. Coalition members and other advocates have a stake in the outcome and take "ownership" to ensure the success of policy enforcement and compliance. Historically, grassroots tobacco control efforts have served as a springboard to the successful adoption of similar laws statewide (e.g., Proposition 99).

## **Overview of the Problem**

### Tobacco Use

Tobacco use is the leading preventable cause of disease and disability in the United States, resulting in over 440,000 deaths each year. It is a major risk factor for cardiovascular disease, respiratory disease, and cancers of the lung, pharynx, mouth, esophagus, pancreas and bladder. 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. Smoking during pregnancy is associated with miscarriage, SIDS, complications of pregnancy and delivery, premature birth, and low infant birth weight. It is estimated that tobacco-related illnesses cost the county \$4.3 billion dollars per year, of which \$2.3 billion is for direct medical costs.

### Secondhand Smoke

Secondhand smoke (SHS) is the third leading preventable cause of death in the U.S. Comprehensive literature reviews of exposure to SHS indicate causal associations to fatal and nonfatal health endpoints in both children and adults. Adverse health effects of SHS include heart disease, lung and nasal sinus cancer, sudden infant death syndrome, childhood asthma, bronchitis and pneumonia, middle ear infection and low birth weight. Annually, SHS is estimated to kill 65,000 non-smoking Americans: 62,000 from heart disease and 3,000 from lung cancer. The 2002-2003 Los Angeles County Health Survey (LACHS)

reveals that up to 344,000 children in the County are regularly exposed to SHS in their homes. The Environmental Protection Agency (EPA) estimates that secondhand smoke causes more than 300,000 cases of asthma, bronchitis, middle ear infections and pneumonia in children each year in the U.S.

SHS is a complex mixture of over 4,000 compounds uniquely generated from burning tobacco products. The World Health Organization and U.S. Department of Health and Human Services affirm that SHS causes cancer in humans, and that there is no safe level of exposure to SHS. Secondhand smoke has been classified by the EPA as a Group A carcinogen, placing it in the most dangerous category, reserved for radon, benzene, and asbestos. The constituents in side stream smoke and exhaled mainstream smoke include reproductive toxicants, potent human carcinogens, and mutagenic compounds such as hydrogen cyanide, formaldehyde, and arsenic. SHS contains polynuclear aromatic hydrocarbons and volatile organic compounds, substances identified as toxic air contaminants by the Air Resources Board of the California EPA.

While estimates of healthcare costs and lost wages due to premature death related to SHS are not available for Los Angeles County, a recent study in Marion County, Indiana, estimated these costs as \$62.68 per resident. The total cost to Marion County, a large Midwestern urban area of 860,000 residents, was \$53.9 million. Given that Los Angeles County has a population more than ten times larger than that of Marion county, secondhand smoke poses a significant financial burden to Los Angeles County.

National experts point to the importance of decreasing SHS exposure as a leading strategy to reduce tobacco-related disease and death. In addition to the direct benefits, creating smoke-free environments also change social norms around tobacco use. Such norm changes foster an environment that helps current smokers cut down or quit and encourages former smokers to remain smoke-free. In addition, having smoke-free environments decreases the risk that young people will smoke as they are not exposed to modeling of smoking behavior. Although SHS exposure has been greatly reduced in many of our American cities, exposure continues to occur in outdoor areas, workplaces, and in households and dwellings where smoking is allowed.

Creating smoke-free areas is legally defensible. The Technical Assistance Legal Center (TALC), a project of the Public Health Institute, has concluded that Equal Protection and Right to Privacy are not violated as a result of a smoke-free housing policy because smokers have not been designated as a protected class under anti-discrimination laws. Key legal findings are as follows:

- No court has ever recognized smoking as a fundamental right nor has any court ever found smokers to be a protected class. Claims to the contrary have no legal basis,
- The "right to privacy" protected by the U.S. Constitution only applies to marriage, contraception, family relationships, and the rearing and education of children, and
- There are groups of people - such as groups based on race, national origin and gender - that receive greater protection against discriminatory acts under the U.S. and California Constitutions than do other groups of people. *Smokers have never been identified as one of these protected groups.* This is because smoking is a behavior, not a condition of birth. Smoking is not an "immutable characteristic" because people are not born as smokers; smoking is a behavior that people can stop.

### Youth Access

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

smoking each day will die prematurely due to smoking.

Although adult smoking rates in Los Angeles County have been steadily declining, youth smoking rates have stabilized in the recent past. According to the Centers for Disease Control and Prevention (CDC) Youth Risk Behavior Survey (YRBS), County-specific prevalence data show a decline from 26% in 1997 to 14% in 2001, however, the 2003 YRBS found that the prevalence of current smoking remained at 14%.

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

In California, two state laws, PC 308a and Stop Tobacco Access to Kids (STAKE Act), make it illegal to sell tobacco products to minors. PC 308a has been a part of the California Penal Code for over 100 years. This law makes it a misdemeanor to sell, furnish or give tobacco products to anyone under 18 years of age and imposes limited fines on retailers who break the law. The STAKE Act requires that retailers check the identification of anyone who appears to be under 18 and that warning signs (including a toll-free number to report under-age sales) be posted at all points of sale. The STAKE Act is enforced by the California Department of Health Services. Despite these long standing state laws prohibiting tobacco sales to minors, youth continue to obtain cigarettes and other tobacco products at alarming rates. Each year, the nation's youth 12 to 17 years of age consume an estimated 924 million packs of cigarettes, yielding the tobacco industry \$480 million in profits from under-age smokers.

CDHS/TCS conducts an annual Youth Tobacco Purchase Survey to determine California retailers' illegal sales rate to youth, as required by the Federal Synar Amendment and the STAKE ACT. The CDHS/TCS found that the 14% illegal sales rate to minors in 2004 has not changed significantly from the 2003 rate.

A recent compliance study of over 750 retailers in the City of Los Angeles documented that nearly 40% of businesses surveyed illegally sold tobacco to children. Of these retailers, almost half were within 1,000 feet or walking distance of schools. The study showed that every type of retailer sold tobacco to minors, from large grocery chains to "mom and pop" markets, liquor stores and gas stations. Retailers with the highest illegal sales rate in 2003 were discount stores (75%), followed by doughnut/dairy shops (59.6%), mini-markets (46.7%), gas stations (38.7%), liquor stores (30.8%), pharmacy/drug stores (29.2%), supermarkets (27.8%) and gas/convenience stores (13.5%).

### **Funding Category Background**

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

#### Category 1: Tobacco Retail Licensing

Research has demonstrated that educating store owners and clerks about illegal tobacco sales does not reduce tobacco sales to children. Tobacco industry-sponsored merchant education programs, such as "We

Card," and educational campaigns sponsored by local health departments have proven to be ineffective at reducing illegal sales.

Active enforcement of laws prohibiting the sale of tobacco to minors has been shown to be the most significant factor in reducing the percentage of retailers who illegally sell tobacco to children. However, because of the lack of enforcement of existing state law, retailers continue to illegally sell tobacco.

The lack of enforcement of existing laws is largely due to the fact that agencies such as local police and sheriff departments are not provided sufficient resources and funding for enforcement programs. California's own enforcement program, STAKE, is also under-funded. The STAKE program conducts approximately 2,500 compliance checks annually, checking only about 3% of the estimated 80,000 tobacco retailers in the state.

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

Tobacco retail licensing has support from both smokers and nonsmokers. According to the LACHS, 78% of Los Angeles County adults agree that store owners should be licensed to sell cigarettes in the same way they are licensed to sell liquor or beer, and 74% of cigarette smokers support a tobacco retail license requirement.

In 2003 a statewide tobacco retail licensing law (Assembly Bill 71) was passed. AB 71 increases tax revenue by decreasing tobacco counterfeiting and smuggling, but does NOT contain provisions to reduce youth access to tobacco products. This law, however, is non-preemptive and specifically allows local governments to enact and enforce tobacco retail licensing laws that will reduce youth access to tobacco products. A strong local tobacco retail licensing policy has the following components:

- Requirements that all retailers who sell tobacco products obtain a license and renew it annually,
- A fee set high enough to sufficiently fund an effective program including administration of the program and enforcement efforts. An enforcement plan, that includes compliance checks, should be clearly stated,
- Coordination of tobacco regulations so that a violation of any existing local, state or federal tobacco regulation violates the license,
- Financial deterrents through fines and penalties including suspension and revocation of the license, and
- Fines and penalties should be outlined in the policy.

Strong local tobacco retail licensing policies have been passed by the cities of San Luis Obispo, Pasadena, Sacramento, El Cajon, Elk Grove, Berkeley, San Francisco and the counties of Sacramento and Contra Costa. Many of these communities used the "Model California Ordinance Requiring a Tobacco Retailer License," developed by TALC, as their guide. These policies have fee and enforcement provisions that are effective in reducing youth access to tobacco products.

These policy successes combined with public support provide a solid foundation to develop tobacco retail licensing in our communities. Strong retail licensing policies with active enforcement are a key component of our efforts to prevent youth from experimenting with or considering initiation of tobacco

use, thereby precluding habit formation, regular use, and premature death.

### Category 2: Smoke-Free Outdoor Areas

In the decade since the Smoke-Free Workplace Law (Assembly Bills 13 & 3037) was passed in California, residents have grown accustomed to and reaped the health benefits of smoke-free indoor environments. Smoking in restaurants, bars and other workplaces, once commonplace, is now, for the most part, a thing of the past.

In spite of these successes in reducing indoor SHS exposure, outdoor exposure remains a serious, yet preventable, health threat. In fact, outdoor SHS accounts for a significant amount of nonsmokers' exposure to hazardous tobacco byproducts. Everyday, Californians visit beaches, piers, parks, outdoor dining areas, civic areas, theater lines, bus stops and other outdoor areas only to find themselves and their children exposed to toxic secondhand smoke and discarded cigarette butts.

Outdoor SHS can expose nonsmokers to toxic particulate concentrations similar to those found in diesel bus exhaust or in rooms with unrestricted smoking. The mixture of chemicals can react with existing substances in the air, yielding new hazardous compounds. SHS emitted from a burning cigarette does not immediately disperse in outdoor air, but first rises, then settles. As it descends, the cloud of smoke saturates the local area and spreads downwind to nonsmokers. With cigarette smoking in groups, multiple plumes of smoke will intersect and can spread in various directions. Nonsmokers then breathe in the carcinogens and toxicants contained in the smoke.

Cigarette butts are hazardous to children, animals and the environment. In addition to possible burns from cigarette butts, children are at risk of swallowing or choking on butts. Each year, the American Association of Poison Control Centers receives about 8,000 reports of potentially toxic exposures due to ingestion of tobacco products among children. Fish, birds, and other animals often swallow discarded cigarette butts, resulting in malnutrition, starvation, and blocked air passages. In terms of the environment, cigarettes contain a non-biodegradable plastic that takes about a decade to decompose. The Annual International Coastal Clean-up reports that cigarettes are consistently the leading source of beach litter and account for 30% of all trash collected. These cigarette butts end up in waterways and leach toxic chemicals, possibly contaminating the food and water supply.

Public health and well-being can be protected by adopting smoke-free outdoor policies. Such policies also effect change in social norms regarding tobacco use, thereby fostering an environment that helps current smokers cut down or quit and encourages former smokers to remain smoke-free. In addition, having smoke-free outdoor areas decreases the risk that young people will smoke, as they are not exposed to modeling of smoking behavior.

There is strong public support for smoke-free outdoor areas. In a 2001 survey conducted by the California Department of Health Services, over 86% of those surveyed said that public and private hospitals and medical buildings should designate their grounds as smoke-free. Over 82% said that outdoor entertainment venues such as sports stadiums, amphitheaters, amusement parks, zoos and fairgrounds should have designated smoking and nonsmoking sections. A 2002-2003 survey of Los Angeles County residents (smokers and nonsmokers) showed that 62% want smoke-free outdoor areas.

In response to the groundswell of public support, smoke-free outdoor area policies have been adopted throughout California. Several state laws have been adopted and bills have been proposed recently in the state's legislature to regulate smoking in outdoor areas. Cities and counties have adopted policies designating outdoor areas as smoke-free (e.g., parks and beaches) and businesses have adopted voluntary policies to protect their patrons from the harmful effects of SHS while on their outdoor premises.

In 2001 the state of California passed AB 188, creating smoke-free playgrounds and tot lots. This bill prohibits smoking within 25 feet of playgrounds or tot lot sand box areas. The law does not apply to private property or public sidewalks within 25 feet of a playground or tot lot. Violations are punishable as infractions, subject to a \$250 fine. Enforcement, however, is not specified. The law is non-preemptive and gives authority to local governments to enact stronger policy. A number of communities in Los Angeles County have done just that by designating skate parks, bleachers, kiddy areas, wading pools and, in some cases, entire parks (curb-to-curb) as smoke-free. The experience of smoke-free parks in these cities suggests that enforcement is not a drain on law enforcement and that posting clear signage and providing public education are key for compliance.

Recently, Southern California has seen a movement to create smoke-free beaches and piers. Communities with policies to regulate smoking on their beaches include Carpinteria, Malibu, Will Rogers Beach, Santa Monica, Venice Beach, Marina del Rey, Dockweiler Beach, Manhattan Beach, Cabrillo Beach, Huntington Beach, Newport Beach, Laguna Beach, San Clemente and Solana Beach. Currently 44 miles (62%) of the Los Angeles County coastline is smoke-free and Orange County has 25 miles (61%) of smoke-free coastline.

State Assembly Bill 846, passed in 2003, prohibits smoking within 20 feet of main exits, entrances, or operable windows of public buildings. Public buildings include buildings owned or leased by any city, any county, the State, every campus of the California community colleges, the California State University, and the University of California. This bill also includes anti-preemption language so that local governments and campuses may adopt and enforce more restrictive smoking and tobacco control policies. In fact, a number of colleges have already adopted policies that make their campuses 100% smoke-free.

In spite of these successes, there is still much work to be done to reduce exposure to secondhand smoke in outdoor areas. State laws (e.g., AB 188 and AB 846), while providing limited protection, explicitly grant local communities the freedom to adopt more stringent policies. And, over the last decade, changes in social norms regarding smoking in the workplace have set a tone that is conducive for private business to create smoke-free outdoor areas. Furthermore, recent successes in creating smoke-free beaches have underscored public acceptance of smoke-free outdoor areas.

### Category 3: Smoke-Free Housing

Although secondhand smoke (SHS) exposure has been greatly reduced in many of our cities, exposure continues to occur in households where smoking is allowed. Multi-unit dwellings present a particular challenge for dealing with the health and nuisance problem related to SHS. Tobacco smoke from one unit may drift through doors and windows, seep through cracks, or circulate through a shared ventilation system and enter the living space of other residents. Like other activities that cause annoyance, irritation, or health problems, smoking can be regulated or prohibited outright, even in private dwellings. Exposure to SHS affects young children while they are still developing, and can initiate disease or aggravate existing illnesses in adults.

According to the 2002-2003 Los Angeles County Health Survey (LACHS), 22% of County adults reported being exposed to someone else's cigarette smoke in their home within the previous week. In these households, up to 344,000 children under age 18 have also been exposed to SHS. Further, individuals with disabilities, including respiratory problems, have special rights under state and federal fair housing laws. Both the California Fair Employment and Housing Act (FEHA) and the Federal Housing Act of 1988 require that "reasonable accommodations" be made in rules, policies, practices, or services to ensure equal access to and enjoyment of a dwelling unit. Creating nonsmoking sections or entire smoke-free buildings addresses the need for reasonable accommodation for individuals with

respiratory and other disabilities.

Los Angeles County residents support smoke-free housing, according to the 2002-2003 LACHS. Over 60% of smokers and 85% of nonsmokers believe having designated smoke-free apartments and condominiums is important. Half of smokers and 78% of nonsmokers believe there should be greater protections from secondhand smoke in multi-unit dwellings, such as public housing or apartments.

A recent statewide survey of 602 apartment residents demonstrated broad support for smoke-free areas in apartment complexes. The survey, commissioned by the American Lung Association of California's Center for Tobacco Policy and Organizing, found that almost half of the residents experienced tobacco smoke drifting into their units and 69% would favor requiring all apartment buildings to offer nonsmoking sections. Ninety percent of tenants believe exposure to SHS is harmful, with 70% saying it is very harmful. Of the tenants who believe exposure to be very harmful, 81% endorse separate nonsmoking sections in apartment buildings.

There are two general approaches to limiting exposure to SHS in multi-unit dwellings. The first approach is for individual apartment owners/management to voluntarily adopt smoke-free policies (e.g., common areas). The second approach is for state, county, and local governments or governmental agencies to adopt legislative policies that create smoke-free areas in housing. This second approach can apply to existing housing developments, new developments, market rate housing and affordable housing.

Property managers, owners, and owners' associations have a legal right to voluntarily adopt reasonable safety policies for their property, including banning smoking indoors and outdoors. Often these smoke-free policies are gradually phased in with each new lease containing a clause that prohibits smoking both indoors and on all grounds. A growing number of voluntary policies have been implemented throughout Los Angeles County. These policies have designated common areas, swimming pools, laundry rooms, hallways, individual units and, in some cases, entire buildings as smoke-free. Such smoke-free policies have the added benefit of reducing the building damage associated with cigarette smoke and the risk for fire. The Smoke-free Apartment House Registry, a project of Smoke-free Air For Everyone (SAFE) and Community Partners, has a database of 272 apartment owners operating smoke-free market rate apartments in California. Eighty-one of these smoke-free apartment complexes are in the City of Los Angeles.

Historically, local, state, and federal government entities have created and adopted many policies and programs to protect the health and safety of the public. Several states including Utah, Minnesota and California support the legality of smoke-free housing policies. California's Legislative Counsel reported in September 1999 that a "local ordinance that authorizes residential rental agreements to include a prohibition on or the allowance of smoking tobacco products within the rental unit would not be pre-empted by state law." In addition, the California Department of Housing and Community Development also issued an opinion that smoke-free sections in affordable multi-unit housing are legal and that funding is feasible.

Recently, the City of Thousand Oaks, California, passed a resolution supporting smoke-free affordable housing in 30% of newly constructed units. The law firm of McDonough Holland & Allen PC provided counsel and concluded that "equal protection" and "right to privacy" laws are not violated as a result of smoke-free affordable housing policies because "[courts] have not recognized a fundamental constitutional right to smoke, even in the privacy of one's own home. Where the Supreme Court has not designated a particular activity as a fundamental right, it will generally uphold government regulations that are rationally related to any conceivable legitimate end of government."

The Smoke-free Affordable Housing Work Group surveyed a sample of lenders and brokers in Los

Angeles to determine the feasibility of funding new affordable housing developments. Over 60% of the respondents believe developers can successfully receive funding to construct affordable housing complexes that have smoking and nonsmoking sections. In fact, 62% of the lenders and brokers currently fund or support the funding of non-profit corporations that build or would apply to build affordable housing with smoke-free sections. Lenders and other housing development representatives stated that smoke-free affordable housing is also an amenity that could be significant enough to generate an additional point in the funding scoring process. Various smoke-free policies have been adopted and operated by municipal housing authorities, housing developments for senior citizens, non-profit developers, colleges and universities for affordable student housing, and housing complexes subsidized by the US Department of Housing and Urban Development (HUD). There is no HUD policy that restricts landlords from adopting a prohibition of smoking in common areas or in individual units.

With significant public support and both government and private attorneys affirming that smoke-free housing is legally defensible, much work can be done to reduce exposure to secondhand smoke in multi-unit housing dwellings. Normative changes that have occurred over the last decade regarding smoking in the workplace have set a tone that is conducive for both local governments and private apartment owners to adopt smoke-free housing policies.

## X - SUBMISSION REQUIREMENTS

Agencies intending to submit a proposal are expected to thoroughly examine the entire contents of this Request for Proposals and become fully aware of all the deliverables outlined herein. **Separate proposals must be submitted for each service category if an agency plans to bid on more than one service category.**

### 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, telephone and 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

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

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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 VII - Minimum Requirements To Participate.

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**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 XIII - Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.**

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4. Proposal must include three (3) completed Reference Check Forms (Attachment M) from prior or current granting agencies for services similar to those described in this RFP. If Proposer currently has a contract with TCPP or has had a contract with TCPP in the past, such Proposer must include TCPP as one of the references. The completed Reference Check Forms need only be provided in Section X, Attachments/Required 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.
7. The narrative must be no more than 15 pages (excluding Executive Summary, 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 15-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 six (6) 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 (6) 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 HEALTH SERVICES REQUEST FOR PROPOSAL FOR TOBACCO CONTROL AND PREVENTION SERVICES (RFP #2005-001)" and the name of the Proposer's organization on the front exterior cover.

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**Note: Proposer's proposal must be submitted and organized in accordance to the General Format 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 XIII - Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.**

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**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 (15 page maximum)**

Applicants must complete **all** sections of the narrative description as outlined below. Be complete and specific in your responses. In the same order as presented below, number the parts of the narrative to correspond to the section, question number, and phase (if applicable) for each of the required elements. **Do not leave any elements blank.**

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

**Maximum Score: 100**

1. What is the mission of your organization? What are the services you currently provide? Please describe your staffing resources.
2. Describe your experience in successfully completing the type of work (passing tobacco-related policies) specific to the funding category or to tobacco control in general. Your description should include experience in conducting community assessment, planning or designing policy campaigns, building and maintaining community coalitions, implementing policy campaign activities, working with target populations (e.g., youth and housing tenants), and campaign evaluation. If your organization does not have direct experience in conducting this type of work, please describe any related experience that will ensure the success of the proposed program.

**Section 2: Proposed Program**

The narrative description of the proposed program must be based on the phase model approach to policy campaigns described in Section III - Phase Model. Refer to that section and the information available through the websites listed in the Resource Guide (Attachment U) to guide your responses. If you do not have internet access, you can submit a written request for information listed in the Resource Guide to Luz Chavez, TCPP, 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010.

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**Note: Your responses should be specific to the policy category selected and the city you propose to work in.**

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**2a. Phase I – Community Assessment (3 pages)**

**Maximum Score: 100**

1. Please describe a city where the campaigns will take place. What are your reason(s) for selecting this city? Reasons should include information about the target population to be served by the campaign (e.g., high rates of illegal tobacco sales to youth), knowledge about tobacco industry efforts to influence target population (e.g., tobacco

industry sponsorship of local outdoor events), or expectation of strong local support (e.g., your organization has influence with key policy/decision makers). Sources for all data or information provided should be clearly documented.

2. Describe specific tobacco-related public health data or information that will be used to influence policy/decision makers in the selected city. The description should include relevant local, state, and national data (e.g., local, state, or national smoking prevalence data). For each indicator or data element cited, list the data source (e.g., Los Angeles County Health Survey) used.
3. Please describe the specific *methods* or *procedures* (e.g., public opinion surveys) you will use to collect new information depicting the tobacco-related health problems in the city.
4. Describe specific data about the political environment that will be used to develop your campaign strategy and educate policy/decision makers in the selected city (e.g., voting record of key city council members). The description of the political environment data to be used should be appropriate to the selected funding category. Sources for all data or information provided should be clearly documented.
5. Please describe the specific *methods* or *procedures* (e.g., web-based search of city council minutes) you will use to collect new information depicting the tobacco-related political environment in the city.

**2b. Phase II – Policy Campaign Strategy (3 pages)**

**Maximum Score: 150**

1. Describe the short-term goals (e.g., gain support of influential organizations) that might lead to policy adoption in the selected city.
2. Describe your organizational attributes that will contribute to a successful campaign in the selected city. Description should include tangible resources (e.g., staffing, equipment). Description of staff should include current staff available to work on policy campaign and, if anticipated, plans for staff expansion. Describe less tangible resources such as important contacts and relationships with policy/decision makers.
3. Your organization may not have all the relevant experience and expertise to develop and implement a successful campaign. Describe what existing collaborations/relationships you have with other organizations that are likely to actively participate in the campaign. Describe your plan for collaborating with them.
4. Some individuals and organizations may not actively participate in the campaign, but may endorse it. Identify individuals and organizations that may endorse the campaign. Identify individuals and organizations who might oppose the campaign.
5. A successful campaign requires that all individuals and organizations who actively participate have a thorough understanding of the strategy or plan. Describe the steps you will take to ensure that all campaign participants have the necessary training and experience to understand and follow the campaign plan.
6. Identify the primary or key policy/decision makers who have the power to help you achieve your policy goals in the city selected. Also, identify individuals and organizations that can influence the primary policy/decision makers.

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

**Maximum Score: 125**

Please note that the following questions apply to building new coalitions or expanding existing coalitions in the city where you plan to work. Describing your membership in the Los Angeles County Tobacco Control Coalition is not sufficient for this section.

1. Successfully building or expanding coalitions requires specific expertise. What steps will you take to ensure that individuals involved in recruitment of coalition members

- have the necessary training?
2. Describe in detail your strategy or plan to recruit key organizations, community leaders, people most affected by the problem (e.g., youth, outdoor enthusiasts, tenants) and people with specific skills needed to achieve your policy goals. Description of strategy should include how potential coalition members will be identified and approached for membership.
  3. Describe in detail how the coalition will function as an organization and how responsibilities will be shared among the partner organizations. Description should include the governing structure for decision making, coalition operating rules, and planned distribution of work. Describe how you will organize coalition members (e.g., create committees, a board of directors and task forces). What are potential obstacles or barriers that may prevent the partner organizations from working together effectively?
  4. Achieving policy goals requires considerable time and effort by campaign participants. Outline how you will maintain your coalition's momentum and foster a sense of purpose and enthusiasm. What concrete steps (e.g., make meetings relevant, foster respect among partner organizations, identify and resolve potential obstacles) will you take to sustain the energy and focus of the campaign participants until the policy goal is achieved?

**2d. Phase IV – Policy Campaign Implementation (3 pages)**

**Maximum Score: 125**

1. Describe the role of the media in your campaign for the city selected. Description should include different aspects of strategic communications planning (e.g., identifying the audience, developing key messages), list of relevant media outlets in the city, description of types of media activities planned (e.g., news releases, opinion pieces, letters to the editor) that will be utilized, and development of media materials (e.g., fact sheets, decision making kits, etc.).
2. Describe the role of educational meetings in achieving your policy goals. Description should include a listing of the key people who will lead the meeting (e.g., committee chair, a member of a voluntary organization), the individuals or organizations with whom you intend to meet (e.g., city council member, members of the housing authority), and the type(s) of information presented (e.g., fact sheet describing the problem of illegal sales to youth by retailers in the city).
3. Please describe specific tactics and activities of your campaign to influence the primary policy/decision makers (e.g., organizing a large group of supporters to make presentations at public hearings, gaining key endorsements, setting up meetings with policy/decision makers).
4. Because lobbying is an important part of an overall campaign strategy, individuals and organizations should be recruited who can lobby. Describe the role of lobbying in your overall campaign. Description should include a listing of the specific activities in which lobbying will play a role.

**2e. Phase V – Policy Campaign Evaluation (2 pages)**

**Maximum Score: 100**

1. Provide a detailed description of types of information and data you will collect to provide documentation to TCPP and the evaluation committee that the plans, activities, and events were conducted. Examples include: completed survey questionnaires, transcript of focus group session, summary of key opinion leader interviews, data from a youth purchase survey showing rate of illegal tobacco sales to minors, written letters to editors, and meeting agendas and minutes. Description should list separately the types of information and data to be collected for each phase (Phase I – Phase V).

2. Provide a description of how you will evaluate whether the activities and events implemented in *each phase* were successful. Description should include data indicators or benchmarks used to evaluate the success of the implementation activities in each phase. Examples include: documentation that a policy was endorsed by key opinion leaders and elected officials, press coverage received, and turnout at campaign events.
3. Please describe how you will evaluate the *overall* effectiveness of your campaign. How will you know that your policy goal has been met and implemented? Description should include indicators or benchmarks used to evaluate the *overall* success of the campaign. For example, demonstrated increase in broad-based community awareness and/or support of policy issue, policy passed but without all elements of model policy, and passage of model policy.
4. How will you communicate and disseminate evaluation information from the policy campaign? Description should include the audience type (e.g., coalition members, community leaders, healthcare officials) and communication format (e.g., newsletter, slide presentation, fact sheet).

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

**Maximum Score: 200**

Complete the **Scope of Work** form to specify the activities that will be conducted, time line for those activities, and supporting documentation for each of the five phases. The scope of work should contain sufficient detail (e.g., number of meetings, interviews, and surveys) to enable the evaluation committee and TCPP to understand the proposed tobacco control program. Activities in each phase build the foundation for work in the following phases and must be completed in the sequential order outlined in the Phase Model section of the RFP. The timeline of proposed activities in the scope of work should reflect this order.

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

**Maximum Score: 100**

1. Complete a line item budget (please refer to Attachment L for the Sample Budget Justification and Sample Line Item Budget). Assume a 12-month budget for the period starting July 1, 2005. The budget submitted with this proposal should reflect the activities described in the Narrative and Scope of Work for each fiscal year. A maximum of fifteen percent (15%) will be allowed for indirect costs.
2. Complete a detailed budget justification (please refer to Attachment L 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 community outreach worker will mobilize community support for...). 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).

**Section 5: Attachments/Required Documents (no page limit)**

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

- ✓ Attachment C- Acceptance of Terms and Conditions Affirmation
- ✓ Attachment D - County Lobbyist Ordinance Certification

- ✓ Attachment E - Principal Owner Information Form
- ✓ Attachment F - Child Support Compliance Program Certification
- ✓ Attachment G - Federally Funded Health Care Program Affidavit
- ✓ Attachment H- Avoidance of Conflict of Interest Certification
- ✓ Attachment I - Business Enterprise Information Form
- ✓ Attachment J - Proposer's Equal Employment Opportunity (EEO) Certification
- ✓ Attachment K - Scope of Work Instructions and Form
- ✓ Attachment L - Sample Budget Justification and Sample Line Item Budget
- ✓ Attachment M - Reference Check Form (Provide a total of 3 references)
- ✓ Attachment N - Agency Management Information (for 501(c)3 agencies only)
- ✓ Attachment O - County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form
- ✓ Attachment P - Attestation of Willingness to Consider County's Department of Social Services (DPSS) Greater Avenues For Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Participants for Employment
- ✓ Attachment Q: Request for a Solicitation Requirements Review
- ✓ Attachment R: Certification of Independent Price Determination & Acknowledgment of RFP Restrictions
- ✓ Attachment S: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ✓ Attachment T - Documentation/Requirement Checklist
- ✓ Attachment U - Resource Guide
- ✓ Legal Entity Description/Financial Capability/Insurance  
A Legal Entity Description/Financial Capability/Insurance 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, non-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 (not-for-profit or 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.

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**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 XIII - Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.**

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3. Insurance: Documentation of Proposer's 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 in which services will be provided.) Note that the use of self-insurance is subject to County's Risk Manager's approval.

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**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 XIII - Selection Process and Evaluation Criteria, Phase One - Pass/Fail Evaluation.**

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

**For Proposer's information, County's Service Providers, Artisan, and Tradesman Activities ["SPARTA"] program provides assistance to Proposers in obtaining affordable liability insurance. The SPARTA program is administered by County's insurance broker, Municipality Insurance Services, Inc., which Proposer may contact by calling (800) 420-0555, or by sending a message to their e-mail contact person at [carol@web2wise.com](mailto:carol@web2wise.com).**

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## **XI - 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, nor 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 of DHS reserves the sole and unqualified right to reject any and all proposals for any reason at anytime.

### **B. County Responsibilities**

County is responsible only for that which is expressly stated in this RFP and any addenda thereto in writing. County is not responsible for and will 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 Director to recommend the award of a contract to any Proposer,

County's Board of Supervisors retains the right to exercise its independent judgement and discretion concerning the final selection of a proposal and the terms and conditions of any resultant contract(s), and to determine which proposal(s) best serves the interest of the County. County's Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not to 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 requirements for proposals as outlined in Section X of this RFP.

Failure to adhere to any RFP instruction or to comply with the format requirements of Section X 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 C), as submitted within Proposer's response to this RFP.

Proposers are encouraged to carefully review the Sample Agreement (Exhibit I), including, but not limited to, its service/payment Exhibit(s), since many of the provisions contained therein will be included in the contract(s), 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 contract provisions that do not currently appear may be included in the final version of the contract document.

Proposers are not required to sign the Sample Agreement at this time. The document is provided herein for 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**

Director reserves the sole right to interpret or change any provision of this RFP at any time prior to the proposal's final submission deadline. Any such interpretation or change 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 Proposers' Conference (as verified by Proposer signing the official sign-in attendance sheet), or 2) notified the DHS contact person requesting that Proposer receive such addendum by fax or mail. Should such addendum require additional information not previously requested, a proposal's failure to address the requirements of said addendum may result in the proposal not being considered. Director, at his/her 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 an addendum to this RFP shall indicate the new proposal submission date.

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

Prior to the final submission date a Proposer may retrieve his/her 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 shall not change any aspect of his/her proposal after the final submission date, unless the same opportunity is offered to all Proposers at Director's sole discretion.

## **H. Contact with DHS 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 DHS 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 Health Services  
Tobacco Control and Prevention Program  
3530 Wilshire Blvd., 8<sup>th</sup> 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 records or any part thereof, if disclosure is required or permitted under the California Public Record Act or otherwise by law.

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

The anticipated contract term for the Tobacco Control and Prevention Services Agreement is from July 1, 2005 through June 30, 2006, with a renewal option up to an additional two (2) years through Fiscal Year 2008, contingent upon availability of funding from local, state, and federal resources.

Renewal options will be at the sole discretion of the Director of Health Services or his/her designee. The Director of Health Services 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 July 1, 2005.

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

Any contract which may be entered into by County 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, the determination of which shall be at the sole discretion of Director. The standard contract provisions state that a Proposer must acknowledge his/her willingness to meet the requirements including, but not limited to:

- (1) Consideration of County's Department of Public Social Services Greater Avenues for

Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Participants for Employment:

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN or 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 (Attachment P). 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.

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

If Proposer is selected for a contract, and if Proposer requires additional or replacement personnel to implement and perform the services set forth herein, Proposer shall give first right of refusal for such employment openings to qualified permanent County employees who have been or are targeted for layoff or reduction, 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 (Attachment D). 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:

County or its agent shall evaluate Proposer's performance under any resultant agreement, on not less than an annual basis. Such evaluation will include assessing compliance with all contract terms and performance standards. Deficiencies 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 report 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, County may terminate the agreement or impose other penalties as specified in the agreement.

(5) Determination of Proposer Responsibility:

- a. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is 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 non-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 DHS, DHS 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 Los Angeles County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed three (3) years 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 any term of a contract with County, 2) 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, 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 any evidence that the highest ranked Proposer(s), may be subject to debarment, the Director 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. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.
- d. After consideration of any objections, or if no objections are submitted, 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. These terms shall also apply to proposed subcontractors/subconsultants of Proposers under County contracts.

(7) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76):

Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. At the time of proposal submission, Proposer must submit a certification, as set forth in Attachment S, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the proposal identify prospective subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

In the event that Proposer and/or its subcontractor(s) is/are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this RFP.

The written explanation shall be examined by the County to determine, in its full discretion, whether consideration of the proposal is appropriate under the federal law.

(8) Proposer's Compliance with County's Jury Services Program:

Proposer is hereby notified that any resultant agreement awarded as a result of this RFP will be 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. Unless Proposer can demonstrate to County's satisfaction that Proposer is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the

County Code), or that Proposer qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code) (Attachment E), Proposer shall have and adhere to a written policy that provides that its employees shall receive from Proposer, on an annual basis, no less than five (5) days of regular pay for actual jury service served.

\*For provisions not listed or not covered by a specific form named herein above, Proposer agrees that Proposer's willingness to meet the requirements of such provisions shall be acknowledged by Proposer's completion of an Acceptance of Terms and Conditions Affirmation form (Attachment C).

**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 Q).

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.

**XII - 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 CDHS, and other tobacco control advocates. Contractor shall maintain, at a minimum, the following:

- 166 MHz Pentium III CPU with 128MB memory and a Windows 98 operating system;
- Adobe Reader software;
- Microsoft Word software;

- E-mail service that offers a minimum of 10MB storage space; and
- Internet Access.

### **3. Program/Educational Material**

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

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

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

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

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

<b>XIII - SELECTION PROCESS AND EVALUATION CRITERIA</b>
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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 X - Submission Requirements, including all References, Supporting Documents, and Legal Entity Description/Financial Capability/Insurance documents.

## 2. Phase Two - Scored Evaluation

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

### a. 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 tobacco control interventions involving policy and community mobilization.

### b. Scope of Work (20%)

Proposer's response for the funding category(ies) selected 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

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

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

## 4. Phase Four - Contract Negotiations

After the proposals have been evaluated and ranked by the Evaluation Committee, reviewed by TCCP, 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).

## XIV - SUBMISSION OF PROPOSAL

### Submission of Proposal

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

There are three (3) funding categories for TCPP RFP #2005-001. An agency may submit one application per funding category. However, each proposal must address one (1) funding category only and must contain a minimum of two (2) outcome objectives. Hence, an agency must submit separate proposals if applying for more than one (1) funding category. Applications that combine two (2) or more categories will not be considered for funding. In the event that an agency submits separate proposals for more than one (1) funding category, the Evaluation Committee and TCPP will make the determination of which proposal(s) will be recommended for funding.

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 T), 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 #2005-001)", 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 Health Services  
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 12, 2005\***

**4:00 p.m.**

**⇒ FAXED PROPOSALS WILL NOT BE ACCEPTED ⇐**

**\*Any proposal received by the Department of Health Services 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.**

**XV - RFP EXHIBITS AND ATTACHMENTS**

**SAMPLE AGREEMENT\***

\*The provisions of this document are typically found in County health services contracts. However, not all of these provisions will necessarily be incorporated in the final contract form(s) executed as a result of this RFP process, and other contract provisions may be included in that final instrument.



Prevention Program ["TCCPP"]), the objective of which is to provide maximum impact through broad population coverage and by funding resources to high-risk target groups, and

WHEREAS, on March 4, 2005, County released a Request for Concept Papers ("RFP") for Tobacco Control and Prevention Services: Community-Based Intervention in Los Angeles County competitive selection document with the objective to identify agencies that could provide community-based interventions to decrease exposure to environmental tobacco smoke, counter pro-tobacco influences, and promote public health via media advocacy;

WHEREAS, on or about April 4, 2005, Contractor submitted a concept paper in response to County's RFP for Tobacco Control and Prevention Services: Community-Based Interventions in Los Angeles County, which concept paper is incorporated into this Agreement by reference; and

WHEREAS, County requires the Contractor to provide the following services:\_\_\_\_\_;

and

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

WHEREAS, County is authorized by Government Code Section

31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective July 1, 2005, and shall continue, unless sooner terminated or canceled, in full force and effect, to and including June 30, 2006.

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

tobacco control and prevention services in the manner described in Attachment I, Scope of Work/Action Plan, attached hereto and incorporated herein by reference.

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

- (1) Exhibit A - Description of Services
- (2) Exhibit B - State of California Department of Health Services Additional Provisions.
- (2) Exhibit C - Educational Materials Standards
- (3) Exhibit D - Guidelines on Use of Incentives

3. TOBACCO INFORMATION SERVICES AND EDUCATION MATERIALS:

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

On approved materials produced pursuant to this Agreement, Contractor agrees to acknowledge the fact that County contributed

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

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

4. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first

produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights:

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

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State, County and federal Government purposes and to have or permit other to do so. Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

5. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed

\_\_\_\_\_ Dollars

\$(\_\_\_\_\_). Contractor shall use such funds only to pay for services as set forth in Schedule 1, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

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

6. BILLING AND PAYMENT:

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

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

C. Unit Cost Reimbursement: County agrees to compensate Contractor at rates for units of service as established by the County and as set forth in the Schedule(s), attached hereto. Contractor shall submit reimbursement claims along

with evaluation forms and any other required document in duplicate on claim forms as may be furnished or required by County. Each claim shall be approved and signed by the Contractor's duly authorized designee.

D. Original invoices shall be submitted directly to the Tobacco Control and Prevention Program office ("TCPP"), 3530 Wilshire Boulevard, Suite 800, Los Angeles, California 90010, no later than five (5) working days after the end of each calendar month.

E. Submission of Outstanding/Final Invoices and Non-Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to TCP, within ninety (90) calendar days, any outstanding and/or final invoices for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to TCPP within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services or the Director of TCPP. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief

Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

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

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's

Board of Supervisors may either move such funds to an Exhibit, Attachment, Schedule, and/or budget or measurable objective category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

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

10. RULES AND REGULATIONS: During the time that

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

11. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

12. 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.

13. 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 specified in this Agreement. 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 herein below. 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 in the INSURANCE COVERAGE REQUIREMENTS Paragraph, herein below. 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 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 Director at the: Department of Health Services; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; 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 contract 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.

14. 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

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".

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.

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 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 \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

15. PROHIBITION AGAINST 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.

Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer 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 this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this

Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

16. SUBCONTRACTING:

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

(1) Identification of the proposed subcontractor 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 and the requirements of the exhibit(s) and schedule(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 County shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval on any subcontract by County be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's TCPP, 3530 Wilshire Boulevard, 8<sup>th</sup> Floor, Los Angeles, California 90010, within thirty (30) calendar days after the effective date of subcontract.

17. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

18. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

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

the Agreement.

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

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, are documents labeled ADDITIONAL PROVISIONS and STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES ADDITIONAL PROVISIONS, (hereafter jointly referred to as "Additional Provisions") all of which the terms and conditions therein contained are part of this Agreement.

20. 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.

21. 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.

22. ALTERATION OF TERMS: This Agreement (including its

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

23. CONTRACTOR'S OFFICES: Contractor's office is located at

\_\_\_\_\_.

Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_ and facsimile/FAX number is (\_\_\_\_) \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

24. 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 Health Services  
Public Health  
313 North Figueroa Street, Room 806  
Los Angeles, California 90012

Attention: Chief of Operations, Public Health

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

Attention: Division Chief

Department of Health Services  
Public Health Finance  
5555 Ferguson Drive, Suite 120  
City of Commerce, California 90022

Attention: Grant Manager

Department of Health Services  
Tobacco Control and Prevention Program  
3530 Wilshire Boulevard, Suite 800  
Los Angeles, California 90010

Attention: Director

B. Notices to Contractor shall be addressed as follows:

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

Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

Director, 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 \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

Contractor

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

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

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

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and Grants  
Division

ma:02/03

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

1. GENERAL: Contractor shall be responsible for the recruitment, hiring, training, purchasing of supplies and work schedules of project staff.

2. PERSONNEL:

A. 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 "Tobacco 101" training course. Contractor shall arrange through the TCPP for its personnel to attend the Tobacco 101 training as soon as such training becomes available.

D. Contractor shall ensure that appropriate personnel attend the TCPP mandatory orientation meeting and receive

the contractor's manual as soon as such meeting is scheduled. Contractor shall adhere to the terms of the manual provided by TCPP during the TCPP mandatory orientation meeting.

E. Contractor shall ensure that appropriate personnel attend the TCPP mandatory quarterly meetings as scheduled by TCPP.

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 materials (i.e., pamphlets, brochures), audiovisual materials (i.e., video tapes), and pictorials (i.e., posters, 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 after contract agreement, the Contractor will present for assessment actual copies of written materials, pictorials, and audiovisuals proposed to be used that are not on the TCPP Approved Materials List.

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.

D. Approved Materials List: Contractors providing tobacco control and prevention activities will utilize the TCPP's approved materials list which contains an updated approved list and samples of pamphlets, approved educational videos, and suggested promotional items.

E. 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.

F. 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 Population: The Contractor shall provide services to the target 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 target 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 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; 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.

D. That Contractor will obtain written approval from TCPP for any training or conferences it plans to attend, at least thirty (30) calendar 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 five (5) working days after the end of each calendar month, an original invoice, a progress report, and all evaluation forms for all activities performed.

**EXHIBIT B**

**ADDITIONAL PROVISIONS**

**DEPARTMENT OF HEALTH SERVICES**

**TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT**

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site 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, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(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, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(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 Contractor's ownership of other businesses dealings with County 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 or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. 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:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a 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 a 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, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying

for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering 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 Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. 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 herein above, 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 federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended,

that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, 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, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but 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, marital status, political affiliation, 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 subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental 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 of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, 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 provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, 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 officers, employees, and agents 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. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's

subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes.

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

9. 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 in writing, within thirty (30) calendar days, 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.

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

11. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and 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 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 said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement.

During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile(FAX)number(s)and/or e-mail address(es) for Contractor to provide such records to

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

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event

that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided 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).

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

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with

generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

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

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that

the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

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

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers,

employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions 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 laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. 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 employee, agent, servant, 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, 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 officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, 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 furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its

employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service 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 the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service 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. 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 purposes of this Paragraph, and as set forth in the Jury Service Program provision 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 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 Service 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 Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material 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.

19. 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 contract 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 in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section

706.031 and Family Code section 5246(b).

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

20. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("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 the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor.

21. 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 under this Agreement.

22. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local 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 facility(ies) shall include a review of compliance with the provisions of this Paragraph.

23. PURCHASE OF FURNITURE, EQUIPMENT, AND SUPPLIES: Contractor and Director shall ensure that all furniture, fixtures, equipment, materials, and supplies required for the

performance of services hereunder are obtained in the most efficient and cost effective manner and in compliance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

Prior to the inception of Agreement, Director shall apprise Contractor in writing whether State or federal law or County ordinances, rules, or policies require that the purchase of furniture, equipment, materials, or supplies hereunder be performed by County's Purchasing Agent. If furniture, equipment, materials, or supplies must be acquired through County's Purchasing Agent, Director shall apprise Contractor in writing as to County's equipment procurement procedures. Unless otherwise stated, all furniture, fixtures, equipment, materials, and supplies purchased or obtained with funds provided by County under this Agreement are the property of County, may be used by Contractor during the term of this Agreement for the provision of services hereunder, and shall be returned to County immediately upon request of Director following the expiration or termination of this Agreement. (The parties understand that with respect to consumables purchased with County funds hereunder, only those consumable items still on hand at the expiration or termination of Agreement will be returned to County).

Acquisition costs of furniture, fixtures, equipment, materials, and supplies which are reimbursable by County under the terms of this Agreement shall not exceed those amounts

allocated for such purpose, as referenced in the Schedule(s), attached hereto and incorporated herein by reference. These items may only be acquired during the budget period reflected in the Schedule(s), attached hereto and incorporated herein by reference.

A. Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this 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 judgement 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. Director, in conjunction with Contractor, shall place identifying labels on all such property indicating the

proprietary interest of County.

B. 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 County funds designated for the provision of services under this Agreement. Within ninety (90) calendar days of the effective date of Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained with County funds designated for the provision of services hereunder. Contractor shall update this report on a calendar quarterly basis to reflect any additional purchases or acquisitions, and shall provide copies thereof to Director.

C. Protection of County Property: Contractor shall take all reasonable precautions to protect all furniture, fixtures, equipment, material, and supplies, purchased or obtained using any County funds for the provision of services hereunder, against damage or loss by fire, theft, vandalism, or misuse. During the term of Agreement and until its return to County, Contractor shall maintain, repair, protect, and preserve said furniture, fixtures, equipment, materials, and supplies to assure its full availability and usefulness for the performance of services

under this Agreement.

All such furniture, fixtures, equipment, materials and supplies shall be used only for the performance of services under this Agreement.

Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

D. Disposition and Return of County Property: Upon expiration or earlier termination of this Agreement, Contractor shall provide to Director a final inventory of any and all furniture, fixtures, equipment, materials, and supplies purchased with funds obtained for the provision of services under this Agreement. Except for consumable items used in connection with its performance of Agreement services, Contractor shall return to County the same quantity and quality of items as specified in the initial and any supplemental inventory, less consideration for reasonable wear and tear. Arrangements for the return of all furniture, fixtures, equipment, materials, and supplies shall be made by Director, at County's expense, following the receipt of said final inventory.

Upon Director's request, Contractor shall: (1) provide immediate access to and render all necessary assistance for physical removal by Director of any or all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using County funds designated for the provision of services, or (2) at Director's option, deliver any or all items of such property to a location in Los Angeles County 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. USE OF RECYCLED-CONTENT BOND 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.

25. 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.

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

27. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in

any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, 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 involved, or implicated, and a complete description of all relevant circumstances.

28. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all

Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

29. 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 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 herein above, 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 Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations 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 (213) 974-0914 or (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 days advance written 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.

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 is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's

request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

30. 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. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the County's Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a

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

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

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

provided an opportunity to object to the tentative proposed decision to its presentation to the Board of Supervisors.

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

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall

immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any subcontractors of County Contractors.

31. SOLICITATION 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 DHS shall make the determination to solicit 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.

32. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) 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 additional to any other remedies in law or equity.

34. SEVERABILITY: If any provision 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.

## EXHIBIT C

### 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 Health Services (DHS) 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.



**ATTACHMENT A**

Los Angeles County Department of Health Services

Tobacco Control and Prevention Program

**INTENT TO APPLY**

This form should be received by 5:00 p.m., Wednesday, March 30, 2005. Failure to submit this form to TCPP may result in an agency's failure to receive any subsequent information, addenda, etc.

TO: Luz Chavez  
Tobacco Control and Prevention Program  
3530 Wilshire Blvd., Ste. 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 #2005-001 COMMUNITY BASED INTERVENTION 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: \_\_\_\_\_

Category: Please check the category(ies) you intend to apply under.		
Category 1: _____	Category 2: _____	Category 3: _____

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

\_\_\_\_\_  
Date

**PROPOSAL COVER PAGE  
REQUEST FOR PROPOSAL #2005-001  
COMMUNITY-BASED INTERVENTIONS**

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

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

\_\_\_\_\_

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

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

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

<b>FUNDING CATEGORY</b> <i>(Check one)</i>	<b>OUTCOME OBJECTIVE</b>	<b>CITY AND SERVICE PLANNING AREA (SPA)</b>	<b>FUNDING REQUEST</b>
<b>Category 1:</b> Tobacco Retail Licensing <input type="checkbox"/>			
<b>Category 2:</b> Smoke-free Outdoor Areas <input type="checkbox"/>			
<b>Category 3:</b> Smoke-free Housing <input type="checkbox"/>			

**ATTACHMENT C**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Proposer/Contractor, \_\_\_\_\_, hereby affirms that it  
(Proposer's/Contractor's Legal Entity Name)  
understands and agrees that a submission of a proposal response to the County of Los Angeles,  
Department of Health Services, Request for Proposals (RFP) for Tobacco Control and Prevention  
Services, dated March 14, 2005, constitutes acknowledgment and acceptance of, and a willingness to  
comply with, all of the terms, conditions, and criteria contained in the referenced RFP and any addenda  
thereto.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**ATTACHMENT D**

**COUNTY LOBBYIST ORDINANCE CERTIFICATION**

Proposer certifies that it has reviewed and is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, as found under Los Angeles County Code Chapter 2.160. Proposer further certifies that all of Proposer’s officers, employees, agents, and other persons acting on behalf of Proposer’s organization have and will comply with said Lobbyist Ordinance during the proposal process and during the term of any agreement awarded to Proposer as a result of this Request for Proposal (RFP) for the Provision of Tobacco Control and Prevention Services.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**ATTACHMENT E**

**PRINCIPAL OWNER INFORMATION FORM**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or Proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 per cent or more in the contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the contractor has made a payment of any sort to the Principal Owner.

**IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.**

In addition, Proposers must certify to the soliciting County department that they are in full compliance with the program requirements by submitting the Child Support Compliance Program Certification along with the proposal.

To: Child Support Services Department  
Special Projects  
P. O. Box 911009  
Los Angeles, CA 90091-1009  
**FAX: (323) 869-0634**  
**Telephone: (323) 832-7277 or (323) 832-7276**

Contractor or Association Name as Shown on Bid or Proposal: \_\_\_\_\_

Contractor or Associated Member Name, if Contractor is an Association: \_\_\_\_\_

Contractor or Associated Member Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

County Department Receiving Bid or Proposal: \_\_\_\_\_

Type of Goods or Services to be Provided: \_\_\_\_\_

Contract or Purchase Order No. (if applicable): \_\_\_\_\_

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I.  No natural person owns an interest of 10 per cent or more in this Contractor.
- II.  Required principal owner information is provided below. (Use a separate sheet if necessary.)

<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>
1. _____	_____	[YES] [NO]
2. _____	_____	[YES] [NO]
3. _____	_____	[YES] [NO]

***I declare under penalty of perjury that the foregoing information is true and correct.***

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to County.)

\_\_\_\_\_  
(Print Name) (Title/Position)

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or Proposers for County contracts submit certifications of program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

---

I, (print name as shown in proposal) \_\_\_\_\_, hereby submit this certification to the Los Angeles County Department of Health Services pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor or association name as show on proposal) \_\_\_\_\_, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) \_\_\_\_\_

\_\_\_\_\_ is in compliance with Los Angeles County’s Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied 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 will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

***I declare under penalty of perjury that the foregoing is true and correct.***

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month and Year)

at: \_\_\_\_\_ (City/State) \_\_\_\_\_ (Telephone No.)

by:

\_\_\_\_\_  
(Signature of a principal owner, an officer, or manager responsible for submission of the proposal to the County.)

Copy to: Child Support Services Department  
P. O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634  
Telephone: (323) 832-7277 or (323) 832-7276

**ATTACHMENT G**

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

Proposer hereby certifies that neither (name as shown on bid or 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 S reflecting all of the details of such debarment action.

**AVOIDANCE OF CONFLICT OF INTEREST CERTIFICATION**

Section 2.180.010 of the Los Angeles County Code provides that the County shall not contract with, and shall reject any bid or proposal 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:

- (a) Employees of the County or public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, come within the provisions of subsection (a), and who:
  - (1) Were employed in positions of substantial responsibility in the area of service to be performed under the contract; or
  - (2) Participated in any way in developing the contract or its service specifications;
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders;
- (e) Persons or profit-making firms or businesses which employed or retained the services of persons described in (a) or (c) above to assist them in the preparation of a bid or proposal.

In addition, any agreement resulting from this RFP shall contain a provision similar to the following:

**"CONFLICT OF INTEREST:** No County employee whose position in County enables him to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement."

Proposer certifies that its submission of the attached proposal is in compliance with the above provisions of the County Code and the proposed agreement language.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**ATTACHMENT I**

**BUSINESS ENTERPRISE INFORMATION FORM**

INSTRUCTIONS: All Proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for **statistical purposes only**. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

**TYPE OF BUSINESS STRUCTURE:**

\_\_\_\_\_

(Corporation, Partnership, Sole Proprietorship, etc.)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners)** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM** (Partner, Associate Partner, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	<b>OWNERS/PARTNERS/ ASSOCIATE PARTNERS</b>	<b>MANAGERS</b>	<b>STAFF</b>
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			
<i>Based on the above categories, please indicate the total of men and women in the firm:</i>			
Male			
Female			

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

	<b>Black/African American</b>	<b>Hispanic/Latin American</b>	<b>Asian American</b>	<b>American Indian/ Alaskan Native</b>	<b>All Others</b>
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES**

Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

AGENCY: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

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

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

TITLE: \_\_\_\_\_

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

---

Proposer's Name

---

Business Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with Section 4.32.010 of the County Code, 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.

**SPECIFIC**

(Please Circle Your Response)

- |    |  |     |    |
|----|--|-----|----|
| 1. | The Proposer has a written policy statement prohibiting discrimination in all phases of employment.  | YES | NO |
| 2. | The Proposer periodically conducts a self analysis or utilization of its work force to assure compliance with State and Federal anti-discrimination laws.                        | YES | NO |
| 3. | The Proposer has a system for determining if its employment practices are discriminatory against protected groups.   | YES | NO |
| 4. | Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES | NO |

---

Signature of Authorized Representative  
of Proposing Entity

Date

---

Print Name

Title

**SCOPE OF WORK INSTRUCTIONS and FORM**

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

1. What activities will be done in each phase;
2. How much will be done;
3. Where activities will be delivered;
4. Who are the recipients of the activities;
5. Staff responsible for the activities;
6. Appropriate and reasonable time lines and tracking measures; and
7. How each objective will be evaluated.

Funding Category

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

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 phase, list what specific steps are necessary to complete each phase. 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 program phase needs a time line – a beginning and ending date for the activity listed.

Documentation

Documentation must be specified for each activity . Examples of documents include educational materials, surveys, agenda, presentation outlines, meeting announcements, letters of approval, completed tests and logs, analyses and summaries of data, etc. Provide a list of the documents that will be maintained on file or submitted with monthly reports.

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

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

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

OBJECTIVE: \_\_\_\_\_

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

**SAMPLE BUDGET JUSTIFICATION**

**PERSONNEL:**

**Project Coordinator:** Under the direction of the Executive Director, provides overall coordination and ensures that staff receive training in the phase model and that core phase model activities are completed. Reviews and approves required reports and documents such as the community assessment, strategic campaign plan and monthly reports and invoices. Ensures all contract requirements are met. Hires staff and provides supervision to Community Organizer, conducts staff meetings and reviews program progress. Monitors program expenditures and approves budget revisions.

**Office Assistant:** Under the direction of the Project Coordinator, assists in typing monthly reports and compiling billing documentation. Provides other clerical support as needed.

**Community Organizer:** Under the direction of the Project Coordinator, conducts community assessment and develops a detailed campaign strategy. Develops action plan, presentation outlines and curriculums, and selects appropriate educational materials. Supervises day-to-day operation of the program and completion of program activities according to phase model and timeline. Trains staff and conducts outreach presentations to educate decision-makers and community groups about desired policies. Recruits and motivates coalition members and organizes coalition meetings. Prepares monthly invoices, reports and budget revisions.

**Outreach Worker:** Under the direction of the Community Organizer, assists in gathering data for community assessment. Establishes linkages with other agencies and implements outreach activities such as one-on-one meetings and smoke-free surveys. Participates in coalition and task force meetings and prepares documentation of activities for monthly invoices.

**Employee Benefits:** This includes medical and dental benefits as well as paid vacation and sick time. Employee benefits are 22% of full-time salaries.

**Services and Supplies:**

**Office Supplies:** Usage of office supplies such as a copier paper, pens, pencils, note pads, printer toner and all other consumable supplies to assist in the preparation of training materials, outlines, curriculums, etc. Average amount per month equals \$30 for a total annualized amount of \$360.

**Postage:** Mailing of meeting announcements and other information is estimated at \$131 per year.

## ATTACHMENT L

Communications:	The average cost for telephones, facsimile, local and long distance calling for program staff and a dedicated Internet line equals approximately \$45 per month.
Duplication:	Reproduction of meeting announcements, outreach materials, evaluation and survey forms is estimated to average \$30 per month.
Accounting & Audit Service:	A percentage of the accounting and audit services will be billed to this contract for an annualized sum of \$315.
Insurance	A percentage of general liability insurance will be billed to this contract, for an annualized sum of \$315.
Educational Materials:	Tobacco control and prevention materials as well as policy advocacy packets is estimated at \$360 per year.
Mileage:	Mileage reimbursements for attending meetings, coordinating activities and conduct outreach activities is estimated at \$55 a month.
Equipment Rental/Lease:	A percentage of equipment rental/lease agreement will be billed to this contract, for an annualized sum of \$250.
<b><u>Facility Rent/Lease/Purchase:</u></b>	
Rent	The program is estimated to occupy 250 square feet of office space for an annualized sum of \$4,380 (250 sq ft x \$1.46 = \$365 x 12 months = \$4,380).
<b><u>Indirect Costs:</u></b>	Indirect cost is 15% of total salaries and employee benefits for an annualized sum of \$14,478. Indirect costs include administrative overhead.

SAMPLE LINE ITEM BUDGET

Agency Name

CBO Code:

Contract No:

**I. PROGRAM IMPLEMENTATION (12 months) - Billing Period: 07/01/05-06/30/06  
(Monthly Unit Cost Reimbursement)**

A. Salaries and Employee Benefits	Monthly Salary	Percent of Time	No. of Months	BUDGET
Project Coordinator/Manager	\$ 3,100	20	12	\$ 7,440
Community Organizer	\$ 2,800	100	12	\$ 33,600
Outreach Worker	\$ 2,000	50	12	\$ 12,000
Outreach Worker	\$ 2,000	50	12	\$ 12,000
Office Assistant	\$ 1,280	5	12	\$ 768
Employee Benefits (22%)				\$ 14,478
<b>Total Salaries and Benefits</b>				<b><u><u>\$ 80,286</u></u></b>
 <b>B. Services and Supplies</b>				
Office Supplies				\$ 360
Postage				\$ 131
Communications				\$ 540
Duplication				\$ 360
Accounting & Audit Service				\$ 315
Insurance				\$ 315
Educational Materials				\$ 360
Mileage				\$ 660
Equipment Rental/Lease				\$ 250
<b>Total Services and Supplies</b>				<b><u><u>\$ 3,291</u></u></b>
<b>C. Facility Rental-Depreciation/Lease Purchase</b>				<b><u><u>\$ 4,380</u></u></b>
<b>D. Indirect Costs (15% of salaries and benefits)</b>				<b><u><u>\$ 12,043</u></u></b>
<b>Total Implementation Costs</b>				<b><u><u>\$ 100,000</u></u></b>

**REFERENCE CHECK FORM  
REQUEST FOR PROPOSAL #2005-001  
(REFERENCE SOURCE 1)**

**Grantor Agency:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Grantor Phone #:** \_\_\_\_\_ **Grantor Fax #:** \_\_\_\_\_

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

**WHAT SPECIFIC SERVICES DID THE CONTRACTOR PROVIDE?**

<b>SECTION I</b>		<b>YES</b>	<b>NO</b>				
1. Was the contractor able to accomplish all of their program objectives? If "NO", please explain the reason(s) why in the COMMENTS section.							
2. Would you select this contractor again to perform the same or similar services? If "NO", please explain the reason(s) why in the COMMENTS section.							
3. Was the contractor terminated for cause? If "YES", <u>do not continue scoring</u> . Please explain the reasons and circumstances, including any legal action, in the COMMENTS section.							
<b>SECTION II</b>							
<b>Instructions:</b> Please score the Contractor's work according to the criteria below. Include comments in space provided to clarify scores.							
<b>SCALE</b>	<b>Poor 1</b>	<b>Fair 2</b>	<b>Good 3</b>	<b>Very Good 4</b>	<b>Excellent 5</b>		
<b>WORK PRODUCT</b>			<b>SCORE</b>				
4. How would you rate the contractor's ability to perform the services contained in the scope of work?			○ 1	○ 2	○ 3	○ 4	○ 5
<b>TIMELINESS</b>							
5. How would you rate the timeliness of the contractor's work? If the contractor required extensions or amendments, please explain in COMMENTS section.			○ 1	○ 2	○ 3	○ 4	○ 5



**REFERENCE CHECK FORM  
REQUEST FOR PROPOSAL #2005-001  
(REFERENCE SOURCE 2)**

**Grantor Agency:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Grantor Phone #:** \_\_\_\_\_ **Grantor Fax #:** \_\_\_\_\_

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

**WHAT SPECIFIC SERVICES DID THE CONTRACTOR PROVIDE?**

<b>SECTION I</b>		<b>YES</b>	<b>NO</b>				
1. Was the contractor able to accomplish all of their program objectives? If "NO", please explain the reason(s) why in the COMMENTS section.							
2. Would you select this contractor again to perform the same or similar services? If "NO", please explain the reason(s) why in the COMMENTS section.							
3. Was the contractor terminated for cause? If "YES", <u>do not continue scoring</u> . Please explain the reasons and circumstances, including any legal action, in the COMMENTS section.							
<b>SECTION II</b>							
<b>Instructions:</b> Please score the Contractor's work according to the criteria below. Include comments in space provided to clarify scores.							
<b>SCALE</b>	<b>Poor 1</b>	<b>Fair 2</b>	<b>Good 3</b>	<b>Very Good 4</b>	<b>Excellent 5</b>		
<b>WORK PRODUCT</b>			<b>SCORE</b>				
4. How would you rate the contractor's ability to perform the services contained in the scope of work?			<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5
<b>TIMELINESS</b>							
5. How would you rate the timeliness of the contractor's work? If the contractor required extensions or amendments, please explain in COMMENTS section.			<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5



**REFERENCE CHECK FORM  
REQUEST FOR PROPOSAL #2005-001  
(REFERENCE SOURCE 3)**

**Grantor Agency:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Grantor Phone #:** \_\_\_\_\_ **Grantor Fax #:** \_\_\_\_\_

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

**WHAT SPECIFIC SERVICES DID THE CONTRACTOR PROVIDE?**

<b>SECTION I</b>		<b>YES</b>	<b>NO</b>				
1. Was the contractor able to accomplish all of their program objectives? If "NO", please explain the reason(s) why in the COMMENTS section.							
2. Would you select this contractor again to perform the same or similar services? If "NO", please explain the reason(s) why in the COMMENTS section.							
3. Was the contractor terminated for cause? If "YES", <u>do not continue scoring</u> . Please explain the reasons and circumstances, including any legal action, in the COMMENTS section.							
<b>SECTION II</b>							
<b>Instructions:</b> Please score the Contractor's work according to the criteria below. Include comments in space provided to clarify scores.							
<b>SCALE</b>	<b>Poor 1</b>	<b>Fair 2</b>	<b>Good 3</b>	<b>Very Good 4</b>	<b>Excellent 5</b>		
<b>WORK PRODUCT</b>			<b>SCORE</b>				
4. How would you rate the contractor's ability to perform the services contained in the scope of work?			<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5
<b>TIMELINESS</b>							
5. How would you rate the timeliness of the contractor's work? If the contractor required extensions or amendments, please explain in COMMENTS section.			<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5





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

The County’s solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:(        )		
Solicitation For (Type of Goods or 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 exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption 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 exemption 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 mor than ten employees, including full-time and part-time employees, and annual gross revenues int eh 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 Barganing 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:

**ATTACHMENT P**

**ATTESTATION OF WILLINGNESS TO CONSIDER COUNTY'S  
DEPARTMENT OF SOCIAL SERVICES ("DPSS") GREATER AVENUES  
FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF  
OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT**

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 any resumes and/or fixed price bid being submitted:

1. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

YES    NO (subject to verification by County)

2. 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

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

YES    NO    NA (Program not available)

Proposer Organization: \_\_\_\_\_

Proposer's Authorized Representative's Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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

\_\_\_\_\_  
Title

**REQUEST FOR A SOLICITATION  
REQUIREMENTS REVIEW**

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

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

A **Solicitation Requirements Review** is being requested because the Vendor 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, Vendor must explain in detail the factual reasons for the requested review. (Attach additional pages and supporting documentation as necessary.)

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Request submitted by:

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(Name)

(Title)

**For County use only**

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

**ATTACHMENT R**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGMENT OF RFP RESTRICTIONS**

- 1. By submission of this proposal, Proposer certifies that the prices, percentages, and other costs, as quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- 2. List all names and telephone numbers of persons legally authorized to commit the Proposer. (Should match information as submitted under Proposer’s RFP cover letter response.)

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

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

- 3. List names of all joint ventures (when allowed under the RFP), partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state “NONE”.

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

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

\_\_\_\_\_  
Name of Proposer’s Firm

\_\_\_\_\_  
Print Name of Signer Title

\_\_\_\_\_  
Proposer’s Authorized Representative’s Signature Date

## ATTACHMENT S

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76)**

#### Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

**ATTACHMENT S**

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer’s written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person’s or those persons’ job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, ,partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

**ATTACHMENT T**

**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 (15 pages maximum)	
Organizational Information (2 pages)	
Phase I: Community Assessment (3 pages)	
Phase II: Policy Campaign Strategy (3 pages)	
Phase III: Coalition Building/Broadening (2 pages)	
Phase IV: Policy Campaign Implementation (3 pages)	
Phase V: Policy Campaign Evaluation (2 pages)	
Scope of Work	
Budget and Budget Justification	
Legal Entity Description/Financial Capability/Insurance	
Legal Entity Description	
Financial Capability	
Insurance	
Supporting Documents	
Acceptance of Terms and Conditions Affirmation	
Principal Owner Information Form ( <i>to be submitted directly to CSSD</i> )	
Child Support Compliance Program Certification	
Federally Funded Health Care Program Affidavit	
Avoidance of Conflict of Interest Certification	
Business Enterprise Identification Form	
Proposer's Equal Employment Opportunity (EEO) Certification	

DOCUMENTATION/REQUIREMENT	CHECK (✓)
Reference Check Forms (3)	
Agency Management Information Form - for 501(c)3 agencies only	
County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form	
Attestation of Willingness to Consider County's Department of Social Services ("DPSS") Greater Avenues For Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Participants for Employment	
Request for a Solicitation Requirements Review	
Certification of Independent Price Determination	
Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tiered Covered Transactions (45 C.F.R. Part 76)	

RESOURCE GUIDE

No prior knowledge of the tobacco control policy areas represented by the funding categories or the phase model is necessary for Proposers to apply for funding through this RFP. However, Proposers are encouraged to gain a basic understanding of the phase model and policy areas covered by this RFP to help prepare their responses in the narrative section. The list of websites below provides access to information covering all content areas addressed by this RFP.

**The Center for Tobacco Policy & Organizing** is a California Department of Health Services, Tobacco Control Section-funded statewide project of the American Lung Association of California. Designed to assist local projects in meeting policy objectives, the Center is also a useful resource for information and analysis regarding tobacco policy, tobacco control bills, and voting records of our state legislators.  
<http://www.californialung.org/thecenter/>

**The Community Toolbox**, developed by the University of Kansas, provides practical information to support work promoting community health and development. Topics include strategic planning, community assessment, coalition development, grant writing, and evaluation.  
<http://ctb.ku.edu/>

**The Health Policy Guide** of the Center for Health Improvement contains a database of policy-based strategies to improve health and well-being. The “Advocacy” section, in particular, provides essential information for turning ideas into action.  
<http://www.healthpolicycoach.org/default.asp>

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

**The Los Angeles County Tobacco Control and Prevention Program (TCPP)** aims to reduce tobacco-related death, disease, and disability through working with community-based organizations, voluntary agencies, and other health advocates. The TCPP website provides extensive information regarding tobacco control policy, research, and links to resources such as the *L.A. Health: Adult Smoking* brief. Also, please visit the RFP information page for descriptions and practical examples of the phase-based campaign model in use.  
<http://lapublichealth.org/tob/index.htm>

**The Midwest Academy** is a well recognized school for community organizing for social change. The Academy’s Strategy Chart is the basis for the policy campaign strategy phase in this RFP’s phase model. See the TCPP website for additional information regarding the phase model.  
<http://www.midwestacademy.com/>

**The Smoke-free Apartment House Registry** maintains a free listing of rental housing units with smoke-free policies in place. The website also provides useful information and links to other websites relevant to smoke-free housing issues.  
<http://www.smokefreeapartments.org/>

## ATTACHMENT U

**The Technical Assistance Legal Center (TALC)** is a clearinghouse on tobacco policy issues in California. TALC attorneys provide high-quality legal technical assistance free of charge for the tobacco policy needs of advocates, health professionals, government attorneys, and elected officials in the state.  
<http://www.phi.org/talc/index.html>

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