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January 08, 2019



BOARD OF SUPERVISORS

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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

13 January 8, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE 21 CONTRACTS FOR COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY EFFECTIVE UPON BOARD APPROVAL THROUGH JUNE 30, 2021 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute 21 contracts for Comprehensive Tobacco Control Services in Los Angeles County to support the Department of Public Health's Division of Chronic Disease and Injury Prevention tobacco control and prevention program services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or her designee, to execute 21 contracts, substantially similar to Exhibit I, with the agencies listed in Attachment A, selected under a competitive solicitation process for the provision of Comprehensive Tobacco Control Services in Los Angeles County, effective upon Board approval through June 30, 2021, at a total County maximum obligation of \$16,100,000 (as detailed in Attachment A); 100 percent offset by funding from the California Department of Public Health (CDPH)/California Tobacco Control Program (CTCP), Tobacco Tax and Health Promotion Act (Proposition 99) and California Healthcare, Research, and Prevention Tax (Proposition 56).

2. Delegate authority to the Director of DPH, or her designee, to execute amendments to the contracts that adjust the term through December 31, 2021; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below the term's annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive

Office.

3. Delegate authority to the Director of DPH, or her designee, to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will enable DPH to execute 21 contracts with qualified agencies to support tobacco control and prevention efforts throughout Los Angeles County (County).

Under the recommended contracts, the selected agencies will implement a Policy Adoption Model (PAM)-based campaign employing evidence-based strategies to adopt and implement tobacco control policies in select jurisdictions in the County. To advance policies, agencies will utilize PAM and its five (5) phases of policy adoption and implementation: community assessment, policy campaign strategy, coalition building/broadening, policy campaign implementation, and implementation and enforcement.

Agencies will provide these services in one (1) or more of the following four (4) funding categories: 1) Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses; 2) Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail Licenses; 3) Reduce Exposure to Secondhand Smoke in Multi-Unit Housing; and 4) Reduce Exposure to Secondhand Smoke in Outdoor Areas.

The implementation of PAM-based campaigns will allow DPH to implement objectives related to tobacco control and prevention including: 1) participating in the planning, coordination, and implementation of a statewide Retail Environment Campaign; 2) expanding the county-wide tobacco control coalition including youth engagement; 3) reducing youth access to tobacco products through the implementation of evidence-based jurisdiction-wide strategies; 4) reducing exposure to secondhand smoke in outdoor areas and multi-unit housing through the implementation of evidence-based jurisdiction-wide strategies; 5) increasing access to tobacco cessation support services; and 6) increasing education through media outlets related to dangers of secondhand smoke, youth access to tobacco and other products, and availability of tobacco cessation resources. This will also allow DPH to incorporate additional objectives, activities, and deliverables required by new funding from Proposition 56.

Approval of Recommendation 2 will allow DPH to execute amendments to the contracts to adjust the term of the contracts; rollover unspent funds; and/or provide an increase or decrease in funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution, or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend contracts to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant funds.

Recommendation 2 will also enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the

inclusion of unreimbursed eligible costs, based on availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total County maximum obligation for the 21 recommended contracts is \$16,100,000 consisting of \$3,500,000 effective date of Board approval through June 30, 2019, \$7,000,000 effective July 1, 2019 through June 30, 2020, and \$5,600,000 effective July 1, 2020 through June 30, 2021; 100 percent offset by CDPH/CTCP funding available through Proposition 99 and Proposition 56.

There is no net County cost associated with this action.

Funding for these contracts is included in DPH's Final Adopted Budget for fiscal year (FY) 2018-19 and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1990, DPH's Tobacco Control and Prevention Program has received funding from CDPH/CTCP for the provision of tobacco control and prevention services. Currently, CDPH/CTCP funding supports efforts to decrease exposure to environmental tobacco smoke, counter pro-tobacco influences, and provide media advocacy. The tobacco control plan for Los Angeles County, which was approved by CDPH/CTCP, specifies that DPH contract with community-based agencies to provide services to reduce tobacco use through policy action and behavior change.

Exhibit I is the contract template approved by County Counsel. Attachment A is a list of the recommended contracts. Attachment B is the contracting opportunity announcement on the County websites. Attachment C is the Community Business Enterprise Information Summary for the recommended contractors.

### **CONTRACTING PROCESS**

On May 25, 2018, DPH released Request for Proposals (RFP) 2018-004 to solicit proposals from qualified agencies to implement Comprehensive Tobacco Control Services in Los Angeles County.

The contracting opportunity announcement was posted on the County of Los Angeles Online website

(Attachment B) and DPH's website, and a Notice of Intent to release the RFP was sent by electronic mail to over 400 agencies in the County affiliated with DPH.

DPH received a total of 28 proposals from 21 contractors by the deadline of August 31, 2018. Seven of the contractors submitted proposals for two funding categories, resulting in the 28 proposals. The 28 proposals were reviewed by an evaluation committee that consisted of representatives from various programs within DPH and external panelists with subject matter expertise. Proposals were grouped by funding category and evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009. As a result of the evaluation process, DPH is recommending the 28 proposals, resulting in 21 contract awards.

On November 16, 2018, notifications of the RFP results were sent to the Proposers. All 28 proposals received are recommended for a contract award; therefore no debriefings were required or conducted.

DPH is recommending that the Board approve the recommended 21 contracts. DPH has obtained a Letter of Intent from each of the recommended Proposers.

Community Business Enterprise Program information as reported by the recommended Proposers is identified in Attachment C. Proposers were selected without regard to gender, race, creed, color or national origin for award of a contract.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to continue to promote and expand tobacco control and prevention efforts throughout the County.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd

Director

BF:nb  
#04531

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**Comprehensive Tobacco Control Services in Los Angeles County  
Agencies Recommended for Contract Award**

	Agency	Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses	Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail Licenses	Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing	Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas	Jurisdiction	Supervisory District*	Service Planning Area*	Contract Amount  Effective Upon Board Approval – June 30, 2019	Contract Amount  July 1, 2019 – June 30, 2020	Contract Amount  July 1, 2020 – June 30, 2021
1	Adventist Health Glendale Foundation	X				Industry, Paramount	1, 2, 4, 5	3, 6	\$125,000	\$250,000	\$200,000
					X	Alhambra, Arcadia	5	3	\$125,000	\$250,000	\$200,000
2	Allegra Consulting, Inc.			X		Duarte, La Puente	1, 4, 5	3	\$125,000	\$250,000	\$200,000
3	American Lung Association in California	X				La Mirada, Norwalk	4	7	\$125,000	\$250,000	\$200,000
			X			La Verne, Temple City	1, 5	3	\$125,000	\$250,000	\$200,000
4	Antelope Valley Partners for Health				X	Lancaster, Palmdale	5	1	\$125,000	\$250,000	\$200,000
5	Asian American Drug Abuse Program, Inc.		X			El Segundo, Gardena	2, 4	8	\$125,000	\$250,000	\$200,000
6	Behavioral Health Services, Inc.				X	Rancho Palos Verdes, Rolling Hills Estates	4	8	\$125,000	\$250,000	\$200,000
7	Day One, Inc.			X		Pomona, Sierra Madre	1, 5	3	\$125,000	\$250,000	\$200,000
					X	El Monte, Monrovia	1, 5	3	\$125,000	\$250,000	\$200,000
8	FAME Assistance Corporation			X		Lawndale, Lynwood	2, 4	6, 8	\$125,000	\$250,000	\$200,000

**Comprehensive Tobacco Control Services in Los Angeles County  
Agencies Recommended for Contract Award**

	Agency	Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses	Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail Licenses	Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing	Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas	Jurisdiction	Supervisory District*	Service Planning Area*	Contract Amount  Effective Upon Board Approval – June 30, 2019	Contract Amount  July 1, 2019 – June 30, 2020	Contract Amount  July 1, 2020 – June 30, 2021
9	Korean American Family Services			X		Monterey Park, San Gabriel	1, 5	3	\$125,000	\$250,000	\$200,000
					X	Cerritos, Palos Verdes Estates	4	7, 8	\$125,000	\$250,000	\$200,000
10	Koreatown Youth and Community Center, Inc.		X			Culver City, Los Angeles	1, 2, 3, 4, 5	2, 4, 5, 6, 7, 8	\$125,000	\$250,000	\$200,000
11	Los Angeles County - University of Southern California Center Foundation, Inc.		X			Baldwin Park, South Pasadena	1, 5	3	\$125,000	\$250,000	\$200,000
12	National Asian Pacific American Families Against Substance Abuse			X		Rosemead, West Hollywood	1, 3, 5	3, 4	\$125,000	\$250,000	\$200,000
13	National Council on Alcoholism & Drug Dependence of East San Gabriel & Pomona Valleys, Inc.			X		Glendora, San Dimas	1, 5	3	\$125,000	\$250,000	\$200,000
					X	Azusa, Claremont	1, 5	3	\$125,000	\$250,000	\$200,000
14	Office of Samoan Affairs, Inc.		X			Compton, Inglewood	2	6, 8	\$125,000	\$250,000	\$200,000
15	Pueblo Y Salud, Inc.		X			Burbank, Glendale	1, 3, 5	2	\$125,000	\$250,000	\$200,000
				X		San Fernando, La Canada-Flintridge	3, 5	2	\$125,000	\$250,000	\$200,000

**Comprehensive Tobacco Control Services in Los Angeles County  
Agencies Recommended for Contract Award**

	Agency	Funding Category 1: Reduce Youth Access to Tobacco Products: New Tobacco Retail Licenses	Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Tobacco Retail Licenses	Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing	Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas	Jurisdiction	Supervisory District*	Service Planning Area*	Contract Amount  Effective Upon Board Approval – June 30, 2019	Contract Amount  July 1, 2019 – June 30, 2020	Contract Amount  July 1, 2020 – June 30, 2021
16	Robert F. Kennedy Institute of Community and Family Medicine			X		Lomita, Torrance	2, 4	8	\$125,000	\$250,000	\$200,000
17	Social Model Recovery Systems, Inc.		X			Maywood, Montebello	1	7	\$125,000	\$250,000	\$200,000
				X		Covina, West Covina	1, 5	3	\$125,000	\$250,000	\$200,000
18	Special Service for Groups, Inc.				X	Diamond Bar, San Marino	1, 4, 5	3	\$125,000	\$250,000	\$200,000
19	Tarzana Treatment Centers, Inc.				X	Artesia, Lakewood	4	7	\$125,000	\$250,000	\$200,000
20	The AMAAD Institute				X	Downey, Hawthorne	1, 2, 4	7, 8	\$125,000	\$250,000	\$200,000
21	Youth Leadership Institute			X		Hawaiian Gardens, Signal Hill	4	7	\$125,000	\$250,000	\$200,000

Total Recommended: 28 proposals, resulting in 21 contracts

Award information has not been added at this time.

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### Bid Information

**Bid Number :** 2018-004

**Bid Title :** 2018-004 Request for Proposals (RFP) for Comprehensive Tobacco Control Services in Los Angeles County

**Bid Type :** Service

**Department :** Department of Public Health

**Commodity :** INFANT MORTALITY REDUCTION INITIATIVE

**Open Date :** 5/25/2018

**Closing Date :** 8/31/2018 4:00 PM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** N/A

**Bid Download :** [Available](#)

**Bid Description :** County of Los Angeles, Department of Public Health is issuing an Request for Proposals (RFP) to solicit bids for a contract with a qualified contractor for the provision of Comprehensive Tobacco Control Services in Los Angeles County. Proposals are due Friday, July 13, 2018 by 4:00 p.m. PT. Electronic copies of the RFP and Addendum(s) can be obtained via the following County of Los Angeles website: <http://publichealth.lacounty.gov/cg/index.htm> under the "DPH OPEN SOLICITATIONS" heading.

**Contact Name :** Jose C. Garcia

**Contact Phone# :** (000) 000-0000

**Contact Email :** [jsgarcia@ph.lacounty.gov](mailto:jsgarcia@ph.lacounty.gov)

**Last Changed On :** 7/30/2018 3:07:35 PM

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**Comprehensive Tobacco Control Services in LAC  
Community Business Enterprise (CBE) Information Summary**

FIRM / ORGANIZATION INFORMATION	Allegra Consulting, Inc.	American Lung Association in California	Antelope Valley Partners for Health	Asian American Drug Abuse Program, Inc.	Behavioral Health Services, Inc.	Day One, Inc.	FAME Assistance Corporation	Glendale Adventist Medical Center Foundation	Korean American Family Services	Koreatown Youth and Community Center, Inc.	Los Angeles County - University of Southern California Center Foundation, Inc.
<b>Total Number of Employees in Firm</b>	8	593	78	124	350	15	15		26	101	13
<b>Business Structure</b>	Corporation	Non-Profit	Non-Profit	Non-Profit	Corporation/ Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit
<b>Owners/Partner/Associate Partners</b>											
Black/African American	2			3							
Hispanic/Latin American				0							
Asian or Pacific Islander				6							
American Indian	1			0							
Filipino				1							
White				0							
Unspecified											
<b>Total</b>	3			10							
Female (should be included in counts above and also reported here separately).	1			3							
<b>Managers</b>											
Black/African American	1		3	1	7		4	1		1	
Hispanic/Latin American	2		10	1	11	4	1	15		1	1
Asian or Pacific Islander				3	1		1	23	5	10	
American Indian	1			0				1			
Filipino				3				Data Included within Asian or Pacific			
White			13	0	11	1		45		2	1
Unspecified											
<b>Total</b>	4		26	8	30	5	6	85	5	14	2
Female (should be included in counts above and also reported here separately).	4		11	3	20	5	4	61	5	7	2
<b>Staff</b>											
Black/African American			5	26	89		3	107		2	
Hispanic/Latin American	1		39	36	140	11	5	567		45	10
Asian or Pacific Islander				31	31			956	21	37	
American Indian				0				4			
Filipino			2	10				Data Included within Asian or Pacific		2	
White	3		6	3	60		1	646		2	1
Unspecified											
<b>Total</b>	4		52	106	320	11	9	2280	21	88	11
Female (should be included in counts above and also reported here separately).	1		49	76	223	7	5	1617	20	63	9
<b>Percentage of Ownership</b>											
Black/African American	80%			30%							
Hispanic/Latin American	80%			0%							
Asian or Pacific Islander				60%							
American Indian				0%							
Filipino				10%							
White				0%						213%	
Unspecified										213%	
<b>Total</b>	160%			100%						426%	
Female (should be included in counts above and also reported here separately).	80%			30%							
<b>Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business</b>											
Minority	X										
Women	X										
Disadvantaged	X										
Disabled Veteran											
Other	X										
<b>County Certification</b>											
Local Small Business Enterprise											
Social Enterprise											
Disabled Veteran Business Enterprise											
Other Certifying Agency											

Note: Figures are based on information provided by Applicants in their applications.

**Comprehensive Tobacco Control Services in LAC  
Community Business Enterprise (CBE) Information Summary**

FIRM / ORGANIZATION INFORMATION	National Asian Pacific American Families Against Substance Abuse	National Council on Alcoholism & Drug Dependence of East San Gabriel & Pomona Valleys, Inc.	Office of Samoan Affairs, Inc.	Pueblo Y Salud, Inc.	Robert F. Kennedy Institute of Community and Family Medicine	Social Model Recovery System, Inc.	Special Service for Groups, Inc.	Tarzana Treatment Centers, Inc.	The AMAAD Institute	Youth Leadership Institute
<b>Total Number of Employees in Firm</b>	3		30	8		205	857	626		31
<b>Business Structure</b>	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Non-Profit	Corporation/ Non-Profit	Non-Profit	Non-Profit	Non-Profit	Corporation/ Non-Profit
<b>Owners/Partner/Associate Partners</b>										
Black/African American			0					0		
Hispanic/Latin American			0					0		2
Asian or Pacific Islander			7					0		
American Indian			0					0		
Filipino			0					0		
White			0					9		1
Unspecified										
<b>Total</b>			7					9		3
Female (should be included in counts above and also reported here separately).			3					2		2
<b>Managers</b>										
Black/African American		1	0			4	29	11	3	
Hispanic/Latin American		4	0	4	2	6	25	15		7
Asian or Pacific Islander	1	0	1				40	3		3
American Indian		0	0			1	0	0		
Filipino		0	1				Included in Asian	N/A		
White		1	0			10	28	25		2
Unspecified										
<b>Total</b>	1	6	2	4	2	21	122	54	3	12
Female (should be included in counts above and also reported here separately).	0	3	2	2	1	10	89	30	1	9
<b>Staff</b>										
Black/African American		1	0			47	189	86	7	3
Hispanic/Latin American		19	7	3	4	78	258	223		10
Asian or Pacific Islander		1	8			11	173	31		2
American Indian		0	0			1	1	3		
Filipino	2	0	2				Included in Asian	N/A		
White		6	4	1		47	83	198		1
Unspecified										
<b>Total</b>	2	27	21	4	4	184	704	541	7	16
Female (should be included in counts above and also reported here separately).	1	14	16	2	4	120	495	382	1	8
<b>Percentage of Ownership</b>										
Black/African American			0%		0%			0%		
Hispanic/Latin American			0%	Non-Profit BofD 100%	100%			0%		
Asian or Pacific Islander			100%		0%			0%		
American Indian			0%		0%			0%		
Filipino			0%		0%			0%		
White			0%		0%			100%		
Unspecified					0%					
<b>Total</b>			100%	100%	100%			100%		
Female (should be included in counts above and also reported here separately).			43%	0%	75%			22%		
<b>Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business</b>										
Minority								N/A		
Women								N/A		
Disadvantaged								N/A		
Disabled Veteran								N/A		
Other								N/A		
<b>County Certification</b>										
Local Small Business Enterprise										
Social Enterprise										
Disabled Veteran Business Enterprise										
Other Certifying Agency										

Note: Figures are based on information provided by Applicants in their applications.

Contract No. PH-\_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

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



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**STANDARD EXHIBITS**

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- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

**UNIQUE EXHIBITS**

- Exhibit G – Charitable Contributions Certification

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

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

THIS CONTRACT "Contract" is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2019,

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

and \_\_\_\_\_  
(hereafter "Contractor").

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

WHEREAS, on January 8, 2019, the Board delegated authority for the County's  
Director of the Department of Public Health (DPH), or duly authorized designee  
(hereafter jointly referred to as "Director") to execute contracts for Comprehensive  
Tobacco Control Services to preserve and protect the public's health; and

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

WHEREAS, THIS Contract is therefore authorized under Section 44.7 of the Los  
Angeles County Charter and Los Angeles County codes Section 2.121.250; and

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



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

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

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

1. APPLICABLE DOCUMENTS:

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

Standard Exhibits

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

Unique Exhibits

- Exhibit G – Charitable Contributions Certification

2. DEFINITIONS:

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

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

3. DESCRIPTION OF SERVICES:

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

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

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

4. TERM OF CONTRACT:

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

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

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective \_\_\_\_\_ through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

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

C. Effective July 1, 2020 through June 30, 2021, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Thousand Dollars (\$200,000), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

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

any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

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

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

6. INVOICES AND PAYMENT:

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

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

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

D. Billings shall be submitted directly to CDIP at the address herein provided under paragraph 22, NOTICES.

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

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

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

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

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

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

G. Withholding Payment:

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

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

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

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

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

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

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

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

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

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



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

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

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

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

8. ALTERATION OF TERMS/AMENDMENTS:

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

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

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term, the rollover of

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

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

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

information technology security and the protection of confidential records and information.

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

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

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

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

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

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

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

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

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

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

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

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

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

County of Los Angeles – Department of Public Health  
Contract Monitoring Division  
1000 South Fremont Avenue, Building A-9 East, 5<sup>th</sup> Floor, Mailbox 102  
Alhambra, California 91803  
Attention: Chief Contract Monitoring Unit

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two

Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Property Coverage: Contractors given exclusive use of County owned or leased property shall carry coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

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

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

C. With respect to any such items, as identified in sub-paragraph A above, which come into existence after the commencement date of the Contract,

Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

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

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

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its

department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

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

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

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

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Contractor shall make available to County representatives, upon request, service records for review, and photocopying, and if necessary, allow County to take custody of service records and any such document, electronic file(s), and databases which such records relate to this Contract.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://auditor.lacounty.gov/wp-content/uploads/2016/07/ContractAccountingAdministrationHandbook.pdf>.

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

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



(2) A General Ledger.

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

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

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such

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

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

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and

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

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

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

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term

is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

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

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

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

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

H. Audit Settlements:

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

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a

unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

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

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

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

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

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

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

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

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable



contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and/or (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 Contract.

18C. 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 Contract, 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 Contract, 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 Contract, should it or any of its subcontractors or any principals of either being 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 Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross

mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

18E. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter

3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18F. DATA DESTRUCTION:

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

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

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

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

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

before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

18H. COMPLIANCE WITH CALIFORNIA DEPARTMENT OF PUBLIC HEALTH REQUIREMENTS: refer to CTCP Administrative and Policy Manual for additional requirements and any revisions thereto, at

<https://tcfor.catcp.org/index.cfm?fuseaction=opportunities.fileFetch&docID=1081>.

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

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

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

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

A. Notices to County shall be addressed as follows:

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

Attention: Division Director

(2) Department of Public Health  
Contracts and Grants Division  
1000 S. Fremont Avenue  
Building A-9 East, 3rd Floor  
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to

review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

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

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

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



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

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

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

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

B. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

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

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

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

County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

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

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

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

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

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

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

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

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

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

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

29. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

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

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

<http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

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

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

Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract



and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

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

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

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination. Conviction History. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the contract.

34. COMPLIANCE WITH COUNTY'S POLICY OF EQUITY: The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

35. CONFLICT OF INTEREST:

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

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the

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

36. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and the Department of Workforce Development, Aging and Community Services at [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

as defined in Paragraph 10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST OR COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

43. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

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

44. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

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

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

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

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

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

Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance.

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

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 45 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

46. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the duration of the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

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

48. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any

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

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

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

51. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California.

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

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

53. INDEPENDENT CONTRACTOR STATUS:

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

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

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation

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

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

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

55. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and



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

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such

person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

56. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not

be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

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

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

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

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

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

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

57. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict

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

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

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

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

61. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where

and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

62. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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

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

64. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall

not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

65. PURCHASES:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of

Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

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

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the



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

66. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

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

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

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

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

preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

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

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

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

67. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the

provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

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

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

70. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance

with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

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

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

71. SUBCONTRACTING:

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

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

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

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

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

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

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

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not

relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

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

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

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

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract

form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

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

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

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

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

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has



determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

72. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 38, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 74, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

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

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

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

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph 16, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

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

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

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 72, TERMINATION FOR CONVENIENCE.

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

75. TERMINATION FOR GRATUITIES AND/OR IMPROPER

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

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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.

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

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether

Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

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

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

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

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

77. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

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

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

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

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

81. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

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

83. WARRANTY AGAINST CONTINGENT FEES:

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

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

84. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations

(secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

85. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 84, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
Contractor

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

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

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

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

# EXHIBIT A

## STATEMENT OF WORK

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# STATEMENT OF WORK

## 1.0 BACKGROUND

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

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

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

## 2.0 SERVICES TO BE PROVIDED: Funding Categories

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

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

Required activities can be found in Appendix C Scope of Work.

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

Contractors will implement a (PAM)-based policy campaign using evidence-based strategies that include building and/or broadening a community coalition in an eligible LAC jurisdiction to accomplish the goal of reducing youth access to tobacco products throughout jurisdictions in the County by passing and implementing a comprehensive Tobacco Retail License (TRL) ordinance in an incorporated city without an existing TRL ordinance. The TRL policy must include the following eight (8) primary policy provisions:

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

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

1. A restriction on the sale of menthol and other flavored tobacco products, such as e-cigarettes, little cigars, cigarillos, hookah tobacco and wrappers. Flavor restrictions can include 1) complete prohibitions, 2) limiting such sales to adult-only tobacco stores and 3) buffer zones;
2. A requirement that no license may be issued to businesses that contain a pharmacy;
3. A requirement that little cigars and cigarillos must be sold in packages of a certain size (e.g., 10 or 20);

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

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

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

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

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

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

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

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

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

1. Includes market-rate apartments and condominiums;
2. Prohibits smoking in 100% of individual units, including balconies and patios;
3. Prohibits smoking in existing units (i.e., units constructed before the ordinance is passed);
4. Prohibits smoking in indoor common areas (e.g., hallways, laundry rooms, etc.);
5. Prohibits smoking in outdoor common areas (e.g., pool areas, patios, play areas, etc.);
6. Prohibits designated smoking areas or, alternatively, requires that any designated smoking area be located in a manner that protects nonsmoking residents and neighbors (e.g. requiring the designated smoking area be (1)

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located in an unenclosed area; (2) at least 25 feet from unenclosed areas primarily used by children and unenclosed areas with improvements that facilitate physical activity such as playgrounds, tennis courts, swimming pools, and school campuses; and (3) located so that smoke does not drift into an enclosed nonsmoking area);

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

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

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

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

1. Prohibits smoking in outdoor dining areas (e.g., outdoor seating at restaurants, bars, etc.);
2. Prohibits smoking around doorways and operable windows of privately-owned buildings (e.g., 25 feet);
3. Prohibits smoking on sidewalks;
4. A definition of “smoke” that includes, but that is not limited to, tobacco smoke, electronic smoking device vapor and crack cocaine smoke; and

## STATEMENT OF WORK

5. A definition of “smoking” that means inhaling, exhaling, or caring any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation.

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

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

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

### 3.0 QUALITY CONTROL

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

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

### 4.0 QUALITY ASSURANCE PLAN

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

#### 4.1 County Monitoring



## STATEMENT OF WORK

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

### 4.2 County Observations

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

### 4.3 Monthly Meetings

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

### 4.4 County Observations

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

## 5.0 DEFINITIONS

1. California Healthcare, Research and Prevention Tobacco Tax Act: Adopted in 2016 (Proposition 56) increased California's cigarette tax by \$2 per pack, and place equivalent taxes on products containing nicotine derived from tobacco, including electronic cigarettes (e-cigarettes).
2. California's Smoke-Free Workplace Law (Labor Code Section 6404.5): It is against the law to smoke, including the use of electronic smoking devices, in an enclosed space at a place of employment or owner-operated business in the State of California.
3. Eligible jurisdiction: A city in Los Angeles County that has not adopted a tobacco retail license ordinance, a smoke-free multi-unit housing ordinance or a smoke-free outdoor area ordinance, and includes cities that do not have on-going tobacco control campaigns.

## STATEMENT OF WORK

4. Jurisdiction: A city in Los Angeles County or an unincorporated area of Los Angeles County.
5. Midwest Academy Strategy Chart: A tool for linking elements in a complex policy campaign. Consists of five components which serve as a blueprint or roadmap to achieve the desired policy campaign outcome (e.g., adoption of a tobacco retail license).
6. Multi-Unit Housing: Includes market-rate apartments (including rent-stabilized units) and condominium complexes.
7. Policy Adoption Model (PAM): An easy-to-implement, step-by-step guide for tobacco control coalitions to facilitate policy adoption in local jurisdictions
8. Tobacco Retail License (TRL): A license that all businesses must obtain from the local government to sell tobacco products to consumers.
9. Tobacco Tax and Health Promotion Act: Adopted in 1988 (Proposition 99) increased excise taxes on cigarettes by \$0.25 per pack sold in the state.
10. Youth Purchase Surveys (YPS): A comprehensive “attempted to buy” protocol developed to assess rates of retailers willing to sell cigarettes to minors.

### 6.0 RESPONSIBILITIES

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

#### COUNTY

##### 6.1 Personnel

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

- 6.1.1 Monitoring the Contractor’s performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alterations of Term/Amendments.

#### CONTRACTOR

##### 6.2 Personnel

## STATEMENT OF WORK

- 6.2.1 At least one (1) full-time equivalent FTE Project Coordinator responsible for project oversight including; planning and implementation of the policy campaign, such as identifying key decision makers, developing tactics and engaging media. The Project Coordinator will coordinate with DPH and prepare required administrative reports, invoices and documents. The Project Coordinator must have a Master's Degree from an accredited college or university in public health, public policy and/or social sciences OR three (3) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- 6.2.2 At least one (1) FTE Community Engagement Coordinator responsible for facilitating and implementing policy campaign activities, such as conducting key informant interviews, developing a Midwest Academy Strategy Chart, facilitating a local coalition and providing public testimony. The Community Engagement Coordinator must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR two (2) years full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- 6.2.3 Recommended: At least one (1) .5FTE Assistant Project Specialist to assist the Community Engagement Coordinator with facilitating and implementing policy campaign activities. The Assistant Project Specialist must have a Bachelor's Degree from an accredited college or university in public health, public policy and/or social sciences OR one (1) year full-time experience in the fields of public health, public policy and/or community organizing/advocacy.
- 6.2.4 Contractor shall fill any vacant budgeted position within thirty (30) calendar days after the vacancy occurs. Approval of an exception to this requirement shall be obtained in writing from the Director.
- 6.2.5 Overall management of Contractor's responsibilities hereunder shall be provided by a designated staff member who shall work independently and coordinate all efforts to insure that project activities are completed. Designated staff's name and title shall be forwarded to DCDIP within thirty (30) calendar days of the Contract.
- 6.2.6 For the purpose of this Contract, an individual who provides unpaid services to Contractor shall be defined as a "volunteer".

### 6.3 Materials and Equipment

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

## STATEMENT OF WORK

### 6.4 Training and Meetings

- 6.4.1 Contractor shall be responsible for the recruitment, hiring, training, annual evaluation, and work schedules of project staff.
- 6.4.2 Contractor shall ensure that all its personnel providing services hereunder attend and complete the "New Contractor Orientation" training course.
- 6.4.3 Contractor shall ensure that all its personnel providing services hereunder attend the mandatory quarterly coalition for a Tobacco Free Los Angeles County meetings, the mandatory monthly Task Force Meetings, and all other mandatory meetings and trainings as required by DPH.
- 6.4.4 Contractor will obtain written approval from DPH for attending or presenting at any training or conferences, at least thirty (30) days prior to any training or conference dates. Contractor's request to attend any training or conferences must include, at a minimum, the name of the training or conference, location (travel limited to the State of California) where the training or conference will be held, and how such training or conference relates to services provided under this Contract. Furthermore, Contractor will not receive any reimbursement from County for any training or conference attended for which prior written approval from DPH is not obtained.

### 6.5 Contractor's Office

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

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

## 7.0 GREEN INITIATIVES

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

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

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

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

**Note: All Activities must follow a DPH-Approved protocol.**

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

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

1.6 Conduct a total of 3 media record reviews (1 per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition.	<ul style="list-style-type: none"> <li>Completed media record review form and supporting documents submitted electronically for approval.</li> <li>Approval Email</li> </ul>	Effective upon Board approval – June 30, 2021
1.7 Conduct 2-3 youth purchase survey protocol trainings (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff.	<ul style="list-style-type: none"> <li>Sign-in sheets</li> </ul>	Effective upon Board approval – September 30, 2019
1.8 Complete 2-3 waves of pre-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices, observed before policy implementation.	<ul style="list-style-type: none"> <li>Verified store checklist submitted electronically for approval.</li> <li>Approval Email</li> </ul>	February 28, 2019 - October 31, 2019
1.9 Conduct 2-3 waves of pre-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed before policy implementation.	<ul style="list-style-type: none"> <li>Sign-in sheets</li> <li>Completed youth purchase surveys submitted electronically for quality assurance check and approval.</li> <li>Approval Email</li> </ul>	March 1, 2019 – November 30, 2019
<b>Phase 2: Policy Campaign Strategy</b>		
2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment.	<ul style="list-style-type: none"> <li>Document on Monthly Report</li> </ul>	March 1, 2019
2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented.	<ul style="list-style-type: none"> <li>Approved Strategy Chart and Homework</li> <li>Approval Email</li> </ul>	April 1, 2019
2.3 Complete and submit approved Strategy Chart updates.	<ul style="list-style-type: none"> <li>Complete and submit approved Strategy Chart updates.</li> <li>Narrative Summary</li> <li>Approval Email</li> </ul>	May 1, 2019; November 1, 2019; May 1, 2020; November 1, 2020; and May 1, 2021
<b>Phase 3: Coalition Building/Broadening</b>		

*Note: All Activities must follow a DPH-Approved protocol.*

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

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

3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign.	<ul style="list-style-type: none"> <li>Document on Monthly Report</li> </ul>	August 1, 2019 – July 31, 2020
3.2 Participate in a minimum of 15 DPH approved community events to gain community support for the policy campaign.	<ul style="list-style-type: none"> <li>Event announcement/flyer and photos</li> </ul>	August 1, 2019 – July 31, 2020
3.3 Conduct a minimum of 15 DPH approved educational presentations at group meetings to gain community support for the policy campaign.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Sign-in sheet (on file)</li> </ul>	August 1, 2019 – July 31, 2020
3.4 Facilitate a minimum of 30 local coalition meetings to implement the policy campaign.	<ul style="list-style-type: none"> <li>Meeting announcement</li> <li>Agenda</li> <li>Sign-in sheet</li> <li>Meeting minutes (on file)</li> </ul>	August 1, 2019 – July 31, 2020
<b>Phase 4: Policy Campaign Implementation</b>		
4.1 Organize and facilitate a minimum of 12 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue.	<ul style="list-style-type: none"> <li>Document on Monthly Report</li> </ul>	April 1, 2020 – December 31, 2020
4.2 Provide a minimum of 6 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Presentation</li> <li>Photos</li> </ul>	April 1, 2020 – December 31, 2020
4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> <li>Consumer Testing Data</li> <li>Consumer Testing Summary Report</li> </ul>	April 1, 2020 – December 31, 2020
<b>Phase 5: Policy Implementation and Enforcement</b>		

*Note: All Activities must follow a DPH-Approved protocol.*

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
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 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

5.1 Conduct a minimum of 3 DPH approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy.	<ul style="list-style-type: none"> <li>• Completed post-policy key informant interviews submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	January 1, 2021 – June 30, 2021
5.2 Conduct 2-3 youth purchase survey protocol trainings (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> </ul>	January 1 - 31, 2021
5.3 Complete 2-3 waves of post-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices observed after policy implementation.	<ul style="list-style-type: none"> <li>• Verified store checklist submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	February 1 - 28, 2021
5.4 Conduct 2-3 waves of post-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed after policy implementation.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Completed youth purchase surveys submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	March 1, 2021 – April 28, 2021
5.5 Facilitate a minimum of 4 local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Meeting announcement</li> <li>• Agenda</li> <li>• Sign-in sheet</li> <li>• Meeting minutes (on file)</li> </ul>	January 1, 2021 – June 30, 2021
5.6 Organize and facilitate a minimum of 4 one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	January 1, 2021 – June 30, 2021
5.7 Provide a minimum of 2 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Agenda</li> <li>• Presentation</li> <li>• Photos</li> </ul>	January 1, 2021 – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**



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

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

5.8 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> <li>• Consumer Testing Data</li> <li>• Consumer Testing Summary Report</li> </ul>	January 1, 2021 – June 30, 2021
<b>Support Activities</b>		
S.1 Participate in DPH approved meetings and trainings, e.g.: <ol style="list-style-type: none"> <li>1. Monthly Task Force meetings (mandated)</li> <li>2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated)</li> <li>3. New Contractor Orientation Training (mandated)</li> <li>4. Data Collection Trainings (mandated)</li> <li>5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended)</li> </ol>	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	Effective upon Board approval – June 30, 2021
S.2 Participate in DPH approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California.	<ul style="list-style-type: none"> <li>• Agenda or Conference Brochure</li> <li>• For conferences include:             <ul style="list-style-type: none"> <li>○ Copy of conference paid invoice registration receipt for each participant.</li> <li>○ Copy of hotel paid invoice receipt for each participant.</li> <li>○ Copy of airline paid invoice receipt for each participant.</li> </ul> </li> </ul>	Effective upon Board approval – June 30, 2021
S.3 Meet with DPH staff for technical assistance.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	Effective upon Board approval – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

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

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
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1.6 Conduct a total of 3 media record reviews (1 per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition.	<ul style="list-style-type: none"> <li>Completed media record review form and supporting documents submitted electronically for approval.</li> <li>Approval Email</li> </ul>	Effective upon Board approval – June 30, 2021
1.7 Conduct 2-3 youth purchase survey protocol trainings (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff.	<ul style="list-style-type: none"> <li>Sign-in sheets</li> </ul>	Effective upon Board approval – September 30, 2019
1.8 Complete 2-3 waves of pre-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices, observed before policy implementation.	<ul style="list-style-type: none"> <li>Verified store checklist submitted electronically for approval.</li> <li>Approval Email</li> </ul>	February 28, 2019 - October 31, 2019
1.9 Conduct 2-3 waves of pre-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed before policy implementation.	<ul style="list-style-type: none"> <li>Sign-in sheets</li> <li>Completed youth purchase surveys submitted electronically for quality assurance check and approval.</li> <li>Approval Email</li> </ul>	March 1, 2019 – November 30, 2019
<b>Phase 2: Policy Campaign Strategy</b>		
2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment.	<ul style="list-style-type: none"> <li>Document on Monthly Report</li> </ul>	March 1, 2019
2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented.	<ul style="list-style-type: none"> <li>Approved Strategy Chart and Homework</li> <li>Approval Email</li> </ul>	April 1, 2019
2.3 Complete and submit approved Strategy Chart updates.	<ul style="list-style-type: none"> <li>Complete and submit approved Strategy Chart updates.</li> <li>Narrative Summary</li> <li>Approval Email</li> </ul>	May 1, 2019; November 1, 2019; May 1, 2020; November 1, 2020; and May 1, 2021
<b>Phase 3: Coalition Building/Broadening</b>		

*Note: All Activities must follow a DPH-Approved protocol.*

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses  
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 Jurisdiction X

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3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign.	<ul style="list-style-type: none"> <li>Document on Monthly Report</li> </ul>	August 1, 2019 – July 31, 2020
3.2 Participate in a minimum of 15 DPH approved community events to gain community support for the policy campaign.	<ul style="list-style-type: none"> <li>Event announcement/flyer and photos</li> </ul>	August 1, 2019 – July 31, 2020
3.3 Conduct a minimum of 15 DPH approved educational presentations at group meetings to gain community support for the policy campaign.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Sign-in sheet (on file)</li> </ul>	August 1, 2019 – July 31, 2020
3.4 Facilitate a minimum of 30 local coalition meetings to implement the policy campaign.	<ul style="list-style-type: none"> <li>Meeting announcement</li> <li>Agenda</li> <li>Sign-in sheet</li> <li>Meeting minutes (on file)</li> </ul>	August 1, 2019 – July 31, 2020
<b>Phase 4: Policy Campaign Implementation</b>		
4.1 Organize and facilitate a minimum of 12 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue.	<ul style="list-style-type: none"> <li>Document on Monthly Report</li> </ul>	April 1, 2020 – December 31, 2020
4.2 Provide a minimum of 6 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected.	<ul style="list-style-type: none"> <li>Agenda</li> <li>Presentation</li> <li>Photos</li> </ul>	April 1, 2020 – December 31, 2020
4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> <li>Consumer Testing Data</li> <li>Consumer Testing Summary Report</li> </ul>	April 1, 2020 – December 31, 2020
<b>Phase 5: Policy Implementation and Enforcement</b>		

*Note: All Activities must follow a DPH-Approved protocol.*

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

5.1 Conduct a minimum of 3 DPH approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy.	<ul style="list-style-type: none"> <li>• Completed post-policy key informant interviews submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	January 1, 2021 – June 30, 2021
5.2 Conduct 2-3 youth purchase survey protocol trainings (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> </ul>	January 1 - 31, 2021
5.3 Complete 2-3 waves of post-policy tobacco retailer store checklists to assess the various types of tobacco products and electronic smoking devices observed after policy implementation.	<ul style="list-style-type: none"> <li>• Verified store checklist submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	February 1 - 28, 2021
5.4 Conduct 2-3 waves of post-policy youth purchase surveys of tobacco retailers to assess willingness of retailers to sell tobacco products to underage individuals observed after policy implementation.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Completed youth purchase surveys submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	March 1, 2021 – April 28, 2021
5.5 Facilitate a minimum of 4 local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Meeting announcement</li> <li>• Agenda</li> <li>• Sign-in sheet</li> <li>• Meeting minutes (on file)</li> </ul>	January 1, 2021 – June 30, 2021
5.6 Organize and facilitate a minimum of 4 one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	January 1, 2021 – June 30, 2021
5.7 Provide a minimum of 2 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Agenda</li> <li>• Presentation</li> <li>• Photos</li> </ul>	January 1, 2021 – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 2: Reduce Youth Access to Tobacco Products: Strengthen Existing Tobacco Retail Licenses  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

5.8 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> <li>• Consumer Testing Data</li> <li>• Consumer Testing Summary Report</li> </ul>	January 1, 2021 – June 30, 2021
<b>Support Activities</b>		
S.1 Participate in DPH approved meetings and trainings, e.g.: <ol style="list-style-type: none"> <li>1. Monthly Task Force meetings (mandated)</li> <li>2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated)</li> <li>3. New Contractor Orientation Training (mandated)</li> <li>4. Data Collection Trainings (mandated)</li> <li>5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended)</li> </ol>	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	Effective upon Board approval – June 30, 2021
S.2 Participate in DPH approved trainings and conferences (e.g., Capitol Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California.	<ul style="list-style-type: none"> <li>• Agenda or Conference Brochure</li> <li>• For conferences include:             <ul style="list-style-type: none"> <li>○ Copy of conference paid invoice registration receipt for each participant.</li> <li>○ Copy of hotel paid invoice receipt for each participant.</li> <li>○ Copy of airline paid invoice receipt for each participant.</li> </ul> </li> </ul>	Effective upon Board approval – June 30, 2021
S.3 Meet with DPH staff for technical assistance.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	Effective upon Board approval – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
<b>Phase 1: Community Assessment</b>		
1.1 Part 1- Complete a Jurisdiction Selection Form that identifies: <ol style="list-style-type: none"> <li>1. The Funding Category,</li> <li>2. The Eligible Jurisdiction,</li> <li>3. The policy provisions where the PAM-based policy campaign will be implemented <b>[including the twelve (12) primary policy provisions]</b>.</li> </ol> Part 2- Complete a personnel worksheet to identify the staff working on the project.	<ul style="list-style-type: none"> <li>• Completed Jurisdiction Selection Form and completed personnel worksheet (on file).</li> </ul>	Effective upon Board approval
1.2 Complete a minimum of five DPH data collection trainings (minimum 3 hours each) for all evaluation activities, including public opinion surveys, media record reviews, policy record reviews, key informant interviews, and outcome surveys.	<ul style="list-style-type: none"> <li>• Agendas</li> </ul>	Effective upon Board approval - May 31, 2019
1.3 Conduct a minimum of 900 to a maximum of 1200 public opinion surveys of constituents to gauge support for the policy campaign.	<ul style="list-style-type: none"> <li>• Completed public opinion surveys submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	Effective upon Board approval - August 31, 2019
1.4 Conduct a minimum of 3 DPH approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign.	<ul style="list-style-type: none"> <li>• Completed pre-policy key informant interviews submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	Effective upon Board approval - June 30, 2019
1.5 Conduct a total of 3 policy record reviews (1 per year) to gauge policy support/opposition.	<ul style="list-style-type: none"> <li>• Completed policy record review form and supporting documents submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	Effective upon Board approval - June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

1.6 Conduct a total of 3 media record reviews (1 per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition.	<ul style="list-style-type: none"> <li>• Completed media record review form and supporting documents submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	Effective upon Board approval - June 30, 2021
1.7 Complete pre-policy MUH site observation surveys to document the presence of smoking from tobacco products observed before adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified MUH checklist</li> <li>• Completed site observation survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	Effective upon Board approval - June 30, 2019
1.8 Complete a pre-policy MUH outcome survey to assess the percentage of signed lease agreements containing smoke-free multi-unit housing provisions observed before adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified MUH checklist</li> <li>• Completed outcome survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	Effective upon Board approval - June 30, 2019
<b>Phase 2: Policy Campaign Strategy</b>		
2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	March 1, 2019
2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented.	<ul style="list-style-type: none"> <li>• Approved Strategy Chart and Homework</li> <li>• Approval Email</li> </ul>	April 1, 2019
2.3 Complete and submit approved Strategy Chart updates.	<ul style="list-style-type: none"> <li>• Complete and submit approved Strategy Chart updates.</li> <li>• Narrative Summary</li> <li>• Approval Email</li> </ul>	May 1, 2019; November 1, 2019; May 1, 2020; November 1, 2020; and May 1, 2021
<b>Phase 3: Coalition Building/Broadening</b>		
3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	August 1, 2019 - July 31, 2020

**Note: All Activities must follow a DPH-Approved protocol.**



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

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

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

5.2 Complete post-policy MUH site observation surveys to document the presence of smoking from tobacco products observed after adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified MUH checklist</li> <li>• Completed site observation survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	January 1, 2021 – June 30, 2021
5.3 Complete a post-policy MUH outcome survey to assess the percentage of signed lease agreements containing smoke-free multi-unit housing provisions observed after adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified MUH checklist</li> <li>• Completed outcome survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	January 1, 2021 – June 30, 2021
5.4 Facilitate a minimum of 4 local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Meeting announcement</li> <li>• Agenda</li> <li>• Sign-in sheet</li> <li>• Meeting minutes (on file)</li> </ul>	January 1, 2021 – June 30, 2021
5.5 Organize and facilitate a minimum of 4 one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	January 1, 2021 – June 30, 2021
5.6 Provide a minimum of 2 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Agenda</li> <li>• Presentation</li> <li>• Photos</li> </ul>	January 1, 2021 – June 30, 2021
5.7 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> <li>• Consumer Testing Data</li> <li>• Consumer Testing Summary Report</li> </ul>	January 1, 2021 – June 30, 2021
<b>Support Activities</b>		
5.1 Participate in DPH approved meetings and trainings, e.g.: 1. Monthly Task Force meetings (mandated)	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	Effective upon Board approval – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 3: Reduce Exposure to Secondhand Smoke in Multi-Unit Housing  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

GOAL: Change social norms surrounding tobacco use and indirectly influence current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible by reducing exposure to secondhand smoke in multi-unit housing.

<ol style="list-style-type: none"> <li>2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated)</li> <li>3. New Contractor Orientation Training (mandated)</li> <li>4. Data Collection Trainings (mandated)</li> <li>5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended)</li> </ol>		
<p>S.2 Participate in DPH approved trainings and conferences (e.g., Capitol Information &amp; Education Days, Youth Quest, etc.) that require travel to Sacramento, California.</p>	<ul style="list-style-type: none"> <li>• Agenda or Conference Brochure</li> <li>• For conferences include:             <ul style="list-style-type: none"> <li>○ Copy of conference paid invoice registration receipt for each participant.</li> <li>○ Copy of hotel paid invoice receipt for each participant.</li> <li>○ Copy of airline paid invoice receipt for each participant.</li> </ul> </li> </ul>	<p style="text-align: center;">Effective upon Board approval – June 30, 2021</p>
<p>S.3 Meet with DPH staff for technical assistance.</p>	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	<p style="text-align: center;">Effective upon Board approval – June 30, 2021</p>

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

ACTIVITY	REQUIRED DOCUMENTATION	TIMELINE
<b>Phase 1: Community Assessment</b>		
1.1 Complete a jurisdiction selection worksheet to identify where the policy campaign will be implemented and a personnel worksheet to identify the staff working on this project.	<ul style="list-style-type: none"> <li>Completed jurisdiction selection worksheet and completed personnel worksheet (on file).</li> </ul>	Effective upon Board approval
1.2 Complete a minimum of five DPH data collection trainings (minimum 3 hours each) for all evaluation activities, including public opinion surveys, media record reviews, policy record reviews, key informant interviews, and outcome surveys.	<ul style="list-style-type: none"> <li>Agendas</li> </ul>	Effective upon Board approval – May 31, 2019
1.3 Conduct a minimum of 900 to a maximum of 1200 public opinion surveys of constituents to gauge support for the policy campaign.	<ul style="list-style-type: none"> <li>Completed public opinion surveys submitted electronically for quality assurance check and approval.</li> <li>Approval Email</li> </ul>	Effective upon Board approval – August 31, 2019
1.4 Conduct a minimum of 3 DPH approved pre-policy adoption key informant interviews to gauge support among decision makers and city/county staff for the policy campaign.	<ul style="list-style-type: none"> <li>Completed pre-policy key informant interviews submitted electronically for approval.</li> <li>Approval Email</li> </ul>	Effective upon Board approval – June 30, 2019
1.5 Conduct a total of 3 policy record reviews (1 per year) to gauge policy support/opposition.	<ul style="list-style-type: none"> <li>Completed policy record review form and supporting documents submitted electronically for approval.</li> <li>Approval Email</li> </ul>	Effective upon Board approval – June 30, 2021
1.6 Conduct a total of 3 media record reviews (1 per year) to assess media coverage/reach and sentiment and to gauge policy support/opposition.	<ul style="list-style-type: none"> <li>Completed media record review form and supporting documents submitted electronically for approval.</li> </ul>	Effective upon Board approval – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

	<ul style="list-style-type: none"> <li>• Approval Email</li> </ul>	
1.7 Conduct a Tobacco Litter clean-up survey protocol training (minimum 3 hours) to a group of volunteer peer outreach workers and/or agency staff (minimum of 10 participants).	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> </ul>	Effective upon Board approval – March 31, 2019
1.8 Conduct Tobacco Litter clean-up for the policy campaign to determine the extent of butt litter in parks.	<ul style="list-style-type: none"> <li>• Sign-in sheet</li> <li>• Butt-litter report</li> <li>• Photos</li> </ul>	April 1, 2019 – July 31, 2019
1.9 Complete a pre-policy outdoor dining site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed before adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified outdoor dining checklist, completed site observation survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	April 1, 2019 – October 31, 2019
1.10 Complete pre-policy recreational area site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed before adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified recreational area checklist, completed site observation survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	April 1, 2019 – October 31, 2019
<b>Phase 2: Policy Campaign Strategy</b>		
2.1 Attend Part 1 of a DPH approved strategy chart training and complete required homework assignment.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	March 1, 2019
2.2 Attend Part 2 of strategy chart training (breakout session). Complete and submit an approved strategy chart where the policy campaign will be implemented.	<ul style="list-style-type: none"> <li>• Approved Strategy Chart and Homework</li> <li>• Approval Email</li> </ul>	April 1, 2019
2.3 Complete and submit approved Strategy Chart updates.	<ul style="list-style-type: none"> <li>• Complete and submit approved Strategy Chart updates.</li> <li>• Narrative Summary</li> <li>• Approval Email</li> </ul>	May 1, 2019; November 1, 2019; May 1, 2020; November 1, 2020; and May 1, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

Phase 3: Coalition Building/Broadening		
3.1 Conduct a minimum of 75 one-on-one outreach meetings to recruit coalition members (e.g., concerned citizens, youth and health advocates) to the policy campaign.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	August 1, 2019 – July 31, 2020
3.2 Participate in a minimum of 15 DPH approved community events to gain community support for the policy campaign.	<ul style="list-style-type: none"> <li>• Event announcement/flyer and photos</li> </ul>	August 1, 2019 – July 31, 2020
3.3 Conduct a minimum of 15 DPH approved educational presentations at group meetings to gain community support for the policy campaign.	<ul style="list-style-type: none"> <li>• Agenda</li> <li>• Sign-in sheet (on file)</li> </ul>	August 1, 2019 – July 31, 2020
3.4 Facilitate a minimum of 30 local coalition meetings to implement the policy campaign.	<ul style="list-style-type: none"> <li>• Meeting announcement</li> <li>• Agenda</li> <li>• Sign-in sheet</li> <li>• Meeting minutes (on file)</li> </ul>	August 1, 2019 – July 31, 2020
Phase 4: Policy Campaign Implementation		
4.1 Organize and facilitate a minimum of 12 one-on-one educational meetings with local key decision makers (e.g., city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.) to provide education and information regarding the policy issue.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	April 1, 2020 – December 31, 2020
4.2 Provide a minimum of 6 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the policy issue and data collected.	<ul style="list-style-type: none"> <li>• Agenda</li> <li>• Presentation</li> <li>• Photos</li> </ul>	April 1, 2020 – December 31, 2020
4.3 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that provide information about the policy issue and/or data collected for the campaign.	<ul style="list-style-type: none"> <li>• Consumer Testing Data</li> <li>• Consumer Testing Summary Report</li> </ul>	April 1, 2020 – December 31, 2020

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

Phase 5: Policy Implementation and Enforcement		
5.1 Conduct a minimum of 3 DPH approved post-policy adoption key informant interviews to assess implementation and enforcement of the policy.	<ul style="list-style-type: none"> <li>• Completed post-policy key informant interviews submitted electronically for approval.</li> <li>• Approval Email</li> </ul>	January 1, 2021 – June 30, 2021
5.2 Complete a post-policy outdoor dining site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed after adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified outdoor dining checklist, completed site observation survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	January 1, 2021 – June 30, 2021
5.3 Complete post-policy recreational area site observation survey to document outcome measures, such as the presence of “no smoking” signage, observed after adoption of the policy.	<ul style="list-style-type: none"> <li>• Verified recreational area checklist, completed site observation survey submitted electronically for quality assurance check and approval.</li> <li>• Approval Email</li> </ul>	January 1, 2021 – June 30, 2021
5.4 Facilitate a minimum of 4 local coalition meetings where the policy is adopted to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Meeting announcement</li> <li>• Agenda</li> <li>• Sign-in sheet</li> <li>• Meeting minutes (on file)</li> </ul>	January 1, 2021 – June 30, 2021
5.5 Organize and facilitate a minimum of 4 one-on-one educational meetings with local key decision makers and community members to provide education and information regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	January 1, 2021 – June 30, 2021
5.6 Provide a minimum of 2 educational presentations at public hearings (e.g., city council meetings and commissions) regarding the adopted policy.	<ul style="list-style-type: none"> <li>• Agenda</li> <li>• Presentation</li> <li>• Photos</li> </ul>	January 1, 2021 – June 30, 2021
5.7 Conduct consumer testing for educational materials (e.g., fact sheets, brochures, and educational presentations) that	<ul style="list-style-type: none"> <li>• Consumer Testing Data</li> <li>• Consumer Testing Summary Report</li> </ul>	January 1, 2021 – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY  
 Funding Category 4: Reduce Exposure to Secondhand Smoke in Outdoor Areas  
 SCOPE OF WORK  
 Upon Board Approval – June 30, 2021  
 Jurisdiction X

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

provide information about the policy issue and/or data collected for the campaign.		
<b>Support Activities</b>		
S.1 Participate in DPH approved meetings and trainings, e.g.: <ol style="list-style-type: none"> <li>1. Monthly Task Force meetings (mandated)</li> <li>2. Quarterly Coalition for a Tobacco Free LA County meetings (mandated)</li> <li>3. New Contractor Orientation Training (mandated)</li> <li>4. Data Collection Trainings (mandated)</li> <li>5. Various workgroup meetings by the Coalition for a Tobacco Free LA County (recommended)</li> </ol>	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	Effective upon Board approval – June 30, 2021
S.2 Participate in DPH approved trainings and conferences (e.g., Capital Information & Education Days, Youth Quest, etc.) that require travel to Sacramento, California.	<ul style="list-style-type: none"> <li>• Agenda or Conference Brochure</li> <li>• For conferences include:             <ul style="list-style-type: none"> <li>○ Copy of conference paid invoice registration receipt for each participant.</li> <li>○ Copy of hotel paid invoice receipt for each participant.</li> <li>○ Copy of airline paid invoice receipt for each participant.</li> </ul> </li> </ul>	Effective upon Board approval – June 30, 2021
S.3 Meet with DPH staff for technical assistance.	<ul style="list-style-type: none"> <li>• Document on Monthly Report</li> </ul>	Effective upon Board approval – June 30, 2021

**Note: All Activities must follow a DPH-Approved protocol.**



**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF CHRONIC DISEASE AND INJURY PREVENTION  
COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY**

**AGENCY NAME**

**Term: Upon Board Approval through June 30, 2019**

<b>BUDGET SUMMARY</b>	
<b>(Schedule of Projected Costs)</b>	
<b>COST CATEGORY</b>	<b>AMOUNT</b>
Salaries	\$ -
Employee Benefits	\$ -
Operating Expenses	\$ -
Equipment	\$ -
Travel and Mileage	\$ -
Other Costs	\$ -
Indirect Costs	\$ -
Total Program Budget	\$ -

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 DIVISION OF CHRONIC DISEASE AND INJURY PREVENTION  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY**

**AGENCY NAME**

**Term: July 1, 2019 through June 30, 2020**

<b>BUDGET SUMMARY</b>	
<b>(Schedule of Projected Costs)</b>	
COST CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Operating Expenses	\$ -
Equipment	\$ -
Travel and Mileage	\$ -
Other Costs	\$ -
Indirect Costs	\$ -
Total Program Budget	\$ -

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
 DIVISION OF CHRONIC DISEASE AND INJURY PREVENTION  
 COMPREHENSIVE TOBACCO CONTROL SERVICES IN LOS ANGELES COUNTY**

**AGENCY NAME**

**Term: July 1, 2020 through June 30, 2021**

<b>BUDGET SUMMARY</b>	
<b>(Schedule of Projected Costs)</b>	
COST CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Operating Expenses	\$ -
Equipment	\$ -
Travel and Mileage	\$ -
Other Costs	\$ -
Indirect Costs	\$ -
Total Program Budget	\$ -

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

---

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

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

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

POSITION: \_\_\_\_\_

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

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

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

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

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

# CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)