COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 806
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BOARD OF SUPERVISORS

Gloria Molina
First District

Mark Ridley-Thomas
Second District

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 JULY 21, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

July 21, 2009

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

Dear Supervisors:

APPROVAL OF SIX TOBACCO CONTROL AND PREVENTION SERVICE AGREEMENTS FOR THE TOBACCO CONTROL AND PREVENTION PROGRAM (All Districts) (3 Votes)

SUBJECT

Request approval to execute six agreements with community-based agencies to promote low-cost or free evidence-based smoking cessation services to support the Tobacco Control and Prevention Program for Fiscal Year 2009-10.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute six new Tobacco Control and Prevention Agreements (substantially similar to Exhibit I) with community-based agencies identified in Attachment A, to support DPH's Tobacco Control and Prevention Program (TCPP), effective August 1, 2009 through June 30, 2010, at a maximum obligation of $600,000; 100 percent offset by rollover savings from Fiscal Year (FY) 2008-2009 from the California Department of Public Health, Tobacco Control Program (CDPH/TCP), with a renewal option up to an additional two years through June 30, 2012, and an additional six months, on a month-to-month basis, through December 31, 2012, contingent upon availability of funds from local, State, and federal resources and at the sole discretion of the County.

2. Delegate authority to the Director of DPH, or his designee, to execute future amendments to the six Tobacco Control and Prevention Agreements to rollover unspent funds and/or increase or decrease the maximum obligation up to 25 percent of the base year's award,

subject to review and approval by County Counsel and the Chief Executive Office, and notification to your Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of these actions allows DPH to rollover savings from CDPH/TCP to execute six agreements with community-based agencies to promote low-cost or free evidence-based smoking cessation services which will support TCPP. The six agencies were selected as a result of a Request for Proposals (RFP).

As specified in CDPH/TCP approved plan for FY 2009-10, these six agencies will be required to develop community-based strategies and services designed to increase utilization of free and low-cost effective cessation services, including the California Smokers' Helpline, among populations that do not traditionally utilize such resources.

Board approval of the above recommendations will also allow DPH to take action on any future award amendments from CDPH/TCP and implement the corresponding contract amendments.

Implementation of Strategic Plan Goals

This action supports Goal 4, Health and Mental Health of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The program cost associated with these actions is $600,000; which consists of $100,000 for each of the six tobacco agreements, effective August 1, 2009 through June 30, 2010; 100 percent offset from FY 2008-09 CDPH/TCP rollover savings. If any of these agreements are extended for two years through June 30, 2012, or on a month-to-month basis for an additional six months, such extension shall be contingent on the availability of funds.

There is no net County cost associated with this action.

Funding for this project will be included in DPH's FY 2009-10 Supplemental Budget and will be requested in future FY's as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1990, DPH (then the Department of Health Services) has accepted State funding to support tobacco control services, as set forth from provisions for the distribution of Proposition 99 revenues. This Board action will allow DPH to continue to accept funding for this purpose.

Attachment A is a list of the selected community-based agencies.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

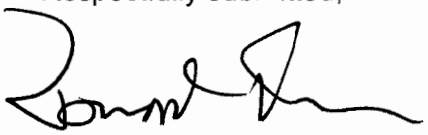
On March 27, 2009, DPH released a RFP seeking proposals from qualified community-based organizations within Los Angeles County (LAC) to promote low-cost or free evidence-based smoking cessation services in LAC. DPH received 23 proposals. As a result of the RFP evaluation process, six community-based organizations were identified for agreements.

Contractual language is provided for in the new agreements stating that the maximum obligation is contingent on the County's receipt of funding from the State.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow various tobacco control and prevention services to continue throughout LAC.

Respectfully submitted,



Jonathan E. Fielding, M.D., M.P.H.
For Director and Health Officer

JEF:yl

Attachments (2)

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

Attachment A

Promotion of Smoking Cessation Services in Los Angeles County

1. PROPOSED ALLOCATION OF FUNDS BY CATEGORY, AGENCY, AND SUPERVISORIAL DISTRICT

AGENCY	Category	District 1	District 2	District 3	District 4	District 5	SPA	Area of Concentration	TOTAL FUNDING 07/01/09-06/30/10
National Council on Alcoholism & Drug Dependence of the South Bay - SPA 8			X		X		8	Torrance, Long Beach, Carson, Harbor City, Wilmington, Lomita, Redondo Beach, San Pedro, Hawthorne, Inglewood, El Segundo, Hermosa Beach, Manhattan Beach, Gardena, Rancho Palos Verdes, and Rolling Hills	$100,000
Tarzana Treatment Center – SPA 2				X		X	2	All cities in SPA 2 are eligible	$100,000
Koreatown Youth & Community Center – SPA 4			X				4	Los Angeles	$100,000
Watts Healthcare Corporation – SPA 6			X				6	South Los Angeles, Compton, and Lynwood	$100,000
AIDS Project Los Angeles – SPA 4			X	X	X		1,2, 4,5	Not specified	$100,000
Avant Garde – SPA 7		X					3,7	Not specified	$100,000
TOTAL FUNING									$600,000

EXHIBIT I

Contract No._____

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

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

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

and _____ (hereafter "Contractor") .

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

WHEREAS, California Health and Safety Code Section 101000 requires County's the Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

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

WHEREAS, County's allocation provides for the development and

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

WHEREAS, on March 27, 2009, County released a Request for Proposal ("RFP") for Tobacco Control and Prevention Services: Promotion of Smoking Cessation Services in Los Angeles County, a competitive selection document with the objective to identify community-based agencies that could provide tobacco control and prevention services to promote free or low-cost effective smoking cessation services in Los Angeles County; and

WHEREAS, on or about April 22, 2009, Contractor submitted a RFP response to County's RFP for Tobacco Control and Prevention Services: Promotion of Smoking Cessation Services in Los Angeles County, which is incorporated into this Agreement by reference; and

WHEREAS, County requires Contractor to promote free or low-cost effective smoking cessation services through the development and implementation of community-based strategies, including marketing campaigns, training, educational presentations that incorporate messages promoting health and wellness to influence positive long term behavior changes the general population and specific target populations.

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide such tobacco control and prevention, promotion of free or low-cost

smoking cessation services described hereunder and has offered its resources to County to carry out the objectives of the Program which are funded by the State; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective the date of Board approval, and shall continue, unless sooner terminated or canceled, in full force and effect, to and including June 30, 2010 with a renewal option up to an additional two years through June 30, 2012 and an additional six months, on a month-to-month basis through December 31, 2012 without further action of the parties, all contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Renewal Options will be at the sole discretion of the Director, and Director's judgment shall be final.

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

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination

shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide tobacco control and prevention services in the manner described in "Exhibit A, Description of Services", "Exhibit B, Educational Materials Standards" ,"Attachment I, Scope of Work" and Schedule I, attached hereto and incorporated herein by reference.

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

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

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibits(s), Attachments(s), and Schedules(s)

attached hereto and incorporated herein by reference.

B. County may authorize prepayment of up to fifty percent (50%) for production work based on vendor estimate, and when vendors dictate that prepayment is mandatory. Production work is defined as development of media for broadcast or print and development and printing of collateral for use in public relations activities. The requests for prepayment must be submitted with documentation as deemed appropriate by County. Such requests shall be considered on a case-by-case basis.

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

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

E. Submission of Outstanding/Final Invoices and Non- Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to TCPP, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to TCPP within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

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

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

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

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, the authorized designee shall be the Director of Public Health, his/her designee or the Director of TCPP. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such

funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

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

If County determines from reviewing Contractor's records of services delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may either move such funds to an Exhibit, Attachment, Schedule, and/or budget or measurable objective category in this Agreement

where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Insurance Coverage Requirements paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the "Required

Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

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

policy deductibles or self-insured retentions exceeding fifty thousand ($50,000) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles
Department of Public Health, Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention of: Gary Izumi, Division Chief

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

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and

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

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

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

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may

withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

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

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

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

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contactor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on

the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

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

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

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office,

Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

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

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

11. INSURANCE COVERAGE REQUIREMENTS:

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

General Aggregate:	$2 Million
Products/Completed Operations aggregate:	$1 Million
Personal and Advertising Injury:	$1 Million
Each Occurrence:	$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than $1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single

accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

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

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

12. ASSIGNMENT AND DELEGATION:

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

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

C Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved by in writing by Director.. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

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

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

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

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same

manner as described above, before such amendment is effective.

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

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

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval on any subcontract by County be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

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

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

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

H. Subcontract shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Indemnification, General Provisions for All Insurance, Insurance Coverage Requirements, Compliance with Applicable Law,

Conflict of Terms, and Alteration of Terms, of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

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

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

14. COMPLIANCE WITH APPLICABLE LAW:

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

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

Agreement.

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

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

On Director approved materials produced pursuant to this Agreement, Contractor agrees to acknowledge the fact that County contributed funds in whole or in part to Contractor for the production of said materials and to include the statement, "THIS MATERIAL WAS MADE POSSIBLE BY FUNDS THROUGH THE PROPOSITION 99 TAX INITIATIVE FROM LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH" on said materials.

Failure of Contractor to comply with the provisions of this Paragraph, or any directions by or on behalf of County pursuant thereto, shall constitute a material breach hereof, and this Agreement may be terminated immediately. County's failure to exercise

this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

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

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

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

19. ALTERATION OF TERMS: This Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written

amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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

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

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Tobacco Control and Prevention Program
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Administrator's Name

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) [Agency name and address] _____
_____
_____
_____

Attention:

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

COUNTY OF LOS ANGELES

By_____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

_____
Contractor

By_____
Signature

_____
Printed Name

Title_____
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By_____
Gary T. Izumi, Chief
Contracts and Grants

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

TOBACCO CONTROL AND PREVENTION SERVICES:

PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY

ADDITIONAL PROVISIONS

TOBACCO CONTROL AND PREVENTION SERVICES:

PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY

TABLE OF CONTENTS

Paragraph		Page
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE	1
3.	NONDISCRIMINATION IN SERVICES	3
4.	NONDISCRIMINATION IN EMPLOYMENT	4
5.	FAIR LABOR STANDARDS ACT	7
6.	EMPLOYMENT ELIGIBILITY VERIFICATION	7
7.	STAFFING AND STAFF DEVELOPMENT	8
8.	INDEPENDENT CONTRACTOR STATUS	9
9.	CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT	10
10.	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT	11
11.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	11
12.	RECORDS AND AUDITS	11
13.	REPORTS	16
14.	CONFIDENTIALITY	17
15.	CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	17

Paragraph		Page
16.	PUBLIC ANNOUNCEMENTS AND LITERATURE	18
17.	COUNTY'S QUALITY ASSURANCE PLAN	20
18.	RESTRICTIONS ON LOBBYING	20
19.	UNLAWFUL SOLICITATION	21
20.	CONFLICT OF INTEREST	21
21.	BOARD OF DIRECTORS	22
22.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES	23
23.	PURCHASES	24
24.	RETURN OF COUNTY MATERIALS	26
25.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	26
26.	TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS AND CONVENIENCE	27
27.	CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER	31
28.	NOTICE OF DELAYS	31
29.	RESOLICITATION OF BIDS OR PROPOSALS	32
30.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	32
31.	CONSTRUCTION	34
32.	GOVERNING LAWS, JURISDICTION, AND VENUE	34

Paragraph		Page
33.	WAIVER	34
34.	SEVERABILITY	35
35.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	35
36.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	36
37.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	36
38.	USE OF RECYCLED-CONTENT PAPER	39
39.	COMPLIANCE WITH JURY SERVICE PROGRAM	40
40.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT	42
41.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	43
42.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	43
43.	COPYRIGHTS/RIGHTS IN DATA	44
44.	RULES AND REGULATIONS	45

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

TOBACCO CONTROL AND PREVENTION SERVICES:

PROMOTION OF SMOKING CESSATION SERVICES IN LOS ANGELES COUNTY

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

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

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

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

(2) Articles of Incorporation and By-Laws.

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

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

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

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

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

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

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

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

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

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

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

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State

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

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of

physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

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

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

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

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

the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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

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

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and

other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

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

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

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

8. INDEPENDENT CONTRACTOR STATUS:

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

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

unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

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

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

9. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list

during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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

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

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

12. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines,

standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

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

(2) A General Ledger.

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

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

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

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

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

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

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

The audit shall satisfy the requirement of the federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines.

Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

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

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

satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

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

13. REPORTS:

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

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

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

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance

reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

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

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

15. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provisions of services under this Agreement does not require or permit access by Contractor or any

of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

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

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

16. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized

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

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

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

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

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service

announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

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

18. RESTRICTIONS ON LOBBYING:

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

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

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

20. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any

capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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

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

business is conducted. A quorum is defined as one person more than half of the total Board membership.

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

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

23. PURCHASES:

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

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

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

D. Protection of Property in Contractor's Custody:

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

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized

representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

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

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

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

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

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

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

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

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

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

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

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

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

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

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

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. (Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

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

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

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

such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

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

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

28. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two

(2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

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

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

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

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

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

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions

attachment to Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

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

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

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

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

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

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

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

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

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and

includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

39. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor,

and has received, or will receive, an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

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

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's

definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

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

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

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

42. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a

prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services will supply the Contractor with the poster to be used.

43. COPYRIGHTS/RIGHTS IN DATA:

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

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

B. Federal Government, State and County Rights:

Subject only to the provisions of Subparagraph C below, the federal Government,

State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

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

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

removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME:_____

Print

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

AGRE 02/14/03

EXHIBIT A

DESCRIPTION OF SERVICES

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

2. PERSONNEL:

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

hereunder by Contractor and shall be immediately replaced by Contractor pursuant to the agency's internal policies.

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

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

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

E. Contractors shall ensure to employ at least one (1) individual specifically assigned to work full time (40 hrs per week) under this Agreement. Approval of any exceptions to this requirement shall be obtained in writing from the Director. In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff identified in the

Contractor's detailed line item budget and budget justification as presented to TCPP during the development and negotiation on this Agreement. For the purpose of this Agreement, an individual who provides unpaid services to Contractor shall be defined as a "volunteer".

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

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

H. Contractor shall maintain appropriate documentation and have available for review by authorized County representative, a list of persons by name, title,

professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall within thirty (30) days, notify the Director of the said vacancy.

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

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

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

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

Educational Materials Standards, attached hereto and incorporated herein by reference, and the following procedures when developing materials for tobacco education where applicable.

1) Basic Principles:

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

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

2) Materials Review:

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

Clearinghouse of California to ensure non-duplication and coordination to tobacco education materials development Statewide;

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

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

C. Consultant and Contractual Agreements: Contractor shall adhere to the SUBCONTRACTING Paragraph of this Agreement for all subcontractors entered into for the provision of services, including contracts with consultants. The proposed subcontract instrument must include, but not be limited to, the name of the organization, period of performance, description of activities, evaluation mechanism and an itemized budget. Subcontracts must be submitted to the TCPP within thirty (30) calendar days of the effective date of subcontract.

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

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

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

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

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

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

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

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

A. That Contractor is in good financial standing and will remain so until the subject materials or services are

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

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

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

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

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

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

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

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

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

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

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

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

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

9. NON-ACCEPTANCE OF TOBACCO COMPANY FUNDS

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

Universities/Colleges Only

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

All Other TCPP Contractors

The contractor will not accept funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during

the term of the contract with TCPP. Since subcontractors are held to the same standards as the prime contractor, they are also subject to these requirements.

Contractors are required to sign and submit the “Certification of Non-Acceptance of Tobacco Funds” form as part of the Contract negotiation process. The certifications will be kept on file at TCPP. Violation of this TCPP policy during the term of the contract may result in termination of the contract.

EXHIBIT B

EDUCATIONAL MATERIALS STANDARDS

1. All tobacco control and prevention educational materials to be developed by a Contractor or subcontractor shall be reviewed by the Department of Public Health (DPS) Tobacco Control and Prevention Program office (TCPP), the Department of Community Relations, the Tobacco Control Program ethnic coalition when applicable, the Tobacco Education Clearinghouse of California (TECC), and when applicable, the appropriate statewide priority population network.

2. All tobacco control and prevention educational materials must state the following: THIS MATERIAL WAS MADE POSSIBLE BY FUNDS FROM THE PROPOSITION 99 TOBACCO TAX INITIATIVE FROM THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES.

3. Staff, including consultants or subcontractor, must have training and experience in educational material and media development.

4. No medium shall feature the image or voice of any elected public official or candidate for public office, or directly represent the views of any elected public official or candidate for public office.

5. Message must address themes which research has shown to be effective in discouraging tobacco use among the target population.

6. Only newly developed materials, tobacco products or materials associated with tobacco use (i.e., matches or cigarette papers), may be shown or used for the purpose of communicating an educational message.

7. Materials may model smoking or chewing behavior <u>only</u> for the purpose of communicating an educational message.

8. No religious symbols or scripture may be used.

9. Materials must be scientifically and technically accurate and must not contain offensive or misleading messages.

10. Materials must not personally attack, put down, or blame tobacco users, e.g., messages shall not focus on smokers or losers or loners.

11. Materials must have a planned use, and be actively used and distributed.

12. Materials must relate to target groups in terms of language, culture, and education.

13. Materials must incorporate principles of good publication design.

14. Materials must be pretested prior to their use for accuracy, appropriateness, and effectiveness.

15. Materials must be reviewed and evaluated on an ongoing basis.

16. Materials must be coordinated with statewide efforts and the efforts of other local lead agencies to avoid duplication, maximize resources, and foster the development of a better product through collaboration. The Tobacco Control and Prevention Program will work closely with the TECC to ensure this standard is achieved.

17. The plan for the development of each piece of educational material is as follows:

    a. Utilizing database searches or other means, documentation indicating the lack of educational material for the targeted population, and the answer to the question, "Why must this material be developed?".

    b. A description of the target population, including the age range, sex, ethnicity, language, values, economic level, geographic setting (urban or rural, educational level, and any physical limitations that might affect reading, viewing, or learning.

    c. A stated goal and the major message to be conveyed.

    d. A description of the medium, e.g. video, pamphlet, or poster.

    e. A description of the settings in which the educational material will be used, e.g. schools, clinics, worksites, or street outreach.

    f. A description of how the educational material will be distributed.

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

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

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

Agency: _____.

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

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
1. By November 2009, the agency will develop and/or adapt a community education toolkit that includes culturally and appropriate educational materials to promote free and low-cost effective smoking cessation services. Toolkit will be distributed during presentations to community groups.	1.1 Research current materials and resources that promote smoking cessation and available free low-cost effective cessation services in Los Angeles County.	1.1 8/1/09 – 9/30/09	1.1 Source material and notes.
	1.2 Create a comprehensive list of all free and low-cost smoking cessation services available to residents to Los Angeles County residents.	1.2 8/1/09 – 9/30/09	1.2 The resource list.
	1.3 Order and review available existing toolkits. Identify developed materials that can be adapted and integrated to best meet the needs of the target audience.	1.3 8/1/09 – 9/30/09	1.3 Documentation of all ordered toolkit samples.
	1.4 Adapt and draft the toolkit to meet the needs of the local campaign by including materials specifically developed for the target audience such as fact sheets, brochures and resource lists. Submit to TCPP for approval.	1.4 8/1/09 – 9/30/09	1.4 A copy of the final toolkit.
	1.5 Distribute toolkits to community groups	1.5 9/30/09 -6/30/09	1.5 Toolkit Distribution Log

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

Agency: _____.

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

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
2. By June 2010, the agency will conduct a minimum of 10 presentations (30 minutes each) to community groups such as WIC, Head Start, community clinic associations, faith-based organizations health care professional associations to educate staff about the health effects of smoking and available cessation services/resources.	2.1 Compile a comprehensive list of community groups and contact them to schedule presentations.	2.1 8/15/09 – 5/31/10	2.1 Date calendar, phone log, presentation.
	2.2 Engage in discussion with community groups regarding ways to increase access and utilization of low-cost and effective cessation services in Los Angeles County.	2.2 8/1/09- 9/30/09	2.2 key informant interviews
	2.3 Design a general presentation outline considering language and age appropriateness.	2.3 8/1/09 -9/30/09	2.3 Presentation outline.
	2.4 Conduct a minimum of 10 age/language appropriate presentations (30 minutes each) to community groups and organizations.	2.4 10/1/09 – 6/30/10	2.4 Sign in sheets for each presentation.
	2.5 Develop and implement a satisfaction survey for the presentation.	2.4 10/1/09-6/30/10	2.5 A copy of the survey and survey results.

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

Agency: _____.

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

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
3. By June 2010, the agency will identify and participate in a minimum of 6 community events to promote free and low-cost smoking cessation services among target populations.	3.1 Identify community based events (health, cultural, business, and other) and develop a calendar to determine participation.	3.1 8/1/09 -5/31/10	3.1 Community event calendar.
	3.2 Create linguistically and culturally appropriate materials and handouts.	3.2 8/1/09- 1/31/10	3.2 Materials and handouts.
	3.3 Participate in a minimum of 6 community events.	3.3 8/15/09 – 5/31/10	3.3 Documentation of all participation and presentations including photographs and written confirmation from event sponsors.
4. By November 2009, the agency will develop and/or adapt an employer toolkit that includes educational material and practical tools for implementing an employer-based smoking cessation program. Toolkit will be distributed during presentations to business groups.	4.1 Research current materials and resources that promote smoking cessation and available free low-cost effective cessation services in Los Angeles County.	4.1 8/1/09 – 9/30/09	4.1 Source material and notes.
	4.2 Order and review available existing toolkits. Identify developed materials that can be adapted and integrated to best meet the needs of the	4.2 8/1/09 – 9/30/09	4.2 Documentation of all ordered toolkit samples.

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

Agency: _____.

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

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
	target audience.		
	4.3 Adapt and draft the toolkit to meet the needs of the local campaign by including materials specifically developed for the target audience such as fact sheets, brochures and resource lists. Submit to TCPP for approval.	4.3 8/1/09 – 9/30/09	4.3 A copy of the final toolkit.
	4.4 Distribute toolkits to business groups	4.4 9/30/09 -10/31/09	4.4 Toolkit Distribution Log
5. By June 2010, the agency will conduct a minimum of 10 presentations (30 minutes each) to business groups, such as employers, chambers of commerce, business associations to provide practical tools for implementing employer-based smoking cessation program and expanding health benefit coverage for smoking cessation treatment.	5.1 Compile a comprehensive list of local business groups and employers and contact them to schedule presentations.	5.1 8/1/09 – 3/31/09	5.1 Call log, presentation calendar.
	5.2 Engage in discussion with community groups regarding ways to increase access and utilization of low-cost and effective cessation services in Los Angeles County.	5.2 8/1/09 – 9/30/09	5.2 Key informant interviews
	5.3 Design a general presentation outline.	5.3 8/1/09 – 9/30/09	5.3 Business presentation outline.

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

Agency: _____.

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

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
	5.4 Perform a minimum of 10 presentations (30 minutes each) to business groups and employers and distribute smoking cessation toolkits.	5.4 10/1/09 -6/30/10	5.4 Participant sign in sheet and presentation flyer and agenda.
	5.5 Develop and implement a satisfaction survey for the presentation.	5.5 10/1/09 – 6/30/10	5.5 A copy of satisfaction surveys and survey results.
6. By June 2010, the agency will identify and utilize existing organizational and low cost media vehicles, such as grocery, dry cleaning and prescription bags, disposable coffee cup sleeves, new member kits, list serves, email, pay stubs to provide employers, clinicians, and social service programs with information and practical tools for promoting free or low-cost effective smoking cessation services in Los Angeles County.	6.1 Identify organizational and low cost media vehicles.	6.1 8/1/09 -9/15/09	6.1 A list of organizational and low cost media vehicles.
	6.2 Develop a single page promotion of free and low cost smoking cessation services and resources in hard copy and in electronic format.	6.2 8/1/09 – 9/30/09	6.2 A copy of the single page promotion.
	6.3 Upon TCPP approval, deliver the promotion developed in 6.2 to members of all contact lists that were identified in activity 6.1.	6.3 11/01/09 -5/31/10	6.3 List of distribution will be kept on file.
	6.4 Assist participants with any technical issues.	6.4 11/01/09 – 5/31/10	6.4 Notes, call logs.
7. By (June 2010), agency will develop and submit a minimum of 5 newsletter articles that	7.1 Identify and contact local health organizations, newspapers and community	7.1 11/01/09 – 4/30/10	7.1 Contact roster, call log.

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

Agency: _____.

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

OBJECTIVES	ACTIVITIES	TIME LINE	DOCUMENTATION/EVALUTION
promote free and low-cost effective smoking cessation services to health care organizations, professional associations, business organizations, or community groups.	groups to advocate for newsletter article placement. 7.2 Craft a newsletter article for each placement available and upon TCPP approval, submit a minimum of 5 newsletters for publishing.	7.2 12/1/09 – 5/31/09	7.2 Copy of newsletter articles.

Agency Name
2009-10 Line Item Budget

SCHEDULE 1

(SAMPLE)

CBO Code: **Contract No:**

A: Personnel	Monthly Salary	Percent of Time	No. of Months	BUDGET
Project/Communication Manager	$ 4,167	20%	11	$ 9,167
Community Outreach Coordinator	$ 2,916	100%	11	$ 32,076
Employee Benefits (28%)				$ 11,548
Total Salaries and Benefits				**$ 52,792**
B: Services and Supplies				
Office Supplies				$ 1,113
Postage				$ 500
Communications				$ 1,000
Coping/printing				$ 2,927
Accounting & Audit Service				$ 1,000
Insurance				$ 1,000
Mileage				$ 2,500
Equipment Rental / Lease				$ 250
Marketing Campaign				$ 20,000
Promotional/Educational Materials				$ 3,000
Total Services and Supplies				**$ 33,290**
C: Facility Rent, Maintenance and Depreciation				**$ 6,000**
D: Indirect Costs (15% of salaries and benefits)				**$ 7,919**
Total Implementation Costs				**$ 100,000**