COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

May 21, 2013

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

Dear Supervisors:

APPROVAL TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH FAIRCHILD CONSULTING SERVICES FOR FISCAL YEARS 2012-13 THROUGH 2014-15
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to enter into a Consultant Services Agreement with Fairchild Consulting Services to develop a business continuity plan detailing the steps to resume or maintain delivery of essential mental health services during and after a major disaster event.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an Agreement with Fairchild Consulting Services, substantially similar to the Attachment. The term of the Agreement will be effective upon Board approval through December 31, 2014. The Total Compensation Amount (TCA) is $245,000, fully funded by the State of California Community Development Block Grant (CDBG) Program.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Agreement, as necessary, and establish as a new TCA the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to the contractor under the Agreement do not exceed the total grant amount awarded to the Department of Mental Health (DMH) by the State CDBG; 2) prior to extending the term of the Agreement, at least 90 days prior to the grant termination date, State CDBG must approve in writing an extension request by DMH; 3) approval by County Counsel, or his designee, is obtained prior to such amendments and actions; 4) County and Consultant may, by written amendment, mutually agree to

reduce programs or services and revise the applicable TCA; and 5) the Director of Mental Health notifies your Board and the Chief Executive Officer of any Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to enter into an Agreement with Fairchild Consulting Services to develop a comprehensive Continuity of Operations Plan (COOP) in compliance with the County's Business Continuity Planning (BCP) Program and Executive Order S-04-06 issued by the Governor of the State of California. Through a competitive solicitation process, DMH selected Fairchild Consulting Services to assist and support the DMH Continuity Coordinator to further identify, analyze, and develop continuity plans focused on the essential operations at DMH directly operated clinics, administrative offices, and co-located sites. The Plan will support the business resumption and long-term recovery efforts of DMH essential mental health functions.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The TCA for the Agreement with Fairchild Consulting Services is $245,000 for Fiscal Years (FYs) 2012-13 through FY 2014-15 funded with State CDBG Program funds. There is no local match requirement for these funds. Funding for FY 2012-13 is included in DMH's Final Adopted Budget. Funding for future years will be requested through the Department's annual budget request process.

There is no net County cost impact associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 6, 2011, DMH received your Board's approval to apply for a $250,000 grant from the 2008 Disaster Recovery Initiative Allocation of the CDBG Program, established through the Federal Emergency Management Agency. DMH successfully submitted an application which resulted in the awarding of the aforementioned grant funding. To identify a qualified consultant to assist DMH with implementing this grant, DMH issued a Request for Proposals (RFP) solicitation, and through this process, Fairchild Consulting Services was identified as the consultant to develop a BCP plan that will detail the process on business resumption and long-term recovery efforts of mental health services at DMH directly operated clinics, administrative offices, and co-located sites.

The CDBG Program provided specific guidelines contained within the CDBG Grant Management Manual that must be fulfilled such as public participation and detailed grant activity documentation. To ensure all grant management requirements are met, this oversight has been incorporated into the Agreement Statement of Work which, in part, states the Consultant will support the DMH Project Manager to meet all grant requirements.

The Agreement format has been approved as to form by County Counsel. DMH administrative staff will review and monitor the contractors' adherence to the Agreement and ensure that the

Agreement's provisions and departmental policies are being followed.

CONTRACTING PROCESS

On September 14, 2012, DMH released the Business Continuity Planning Consulting Services RFP (Bid No. DMH091412B1) to identify qualified consulting firms to develop a comprehensive COOP. DMH announced the release of the RFP by mailing letters to agencies on the Departmental Bidders' List, Los Angeles County Internal Services Department vendor databases including additional referred vendors, published the announcement in major local newspapers, and posted notices on DMH and Countywide Internet sites.

On October 2, 2012, DMH held a Mandatory Proposers' Conference that was attended by 11 people representing ten agencies. DMH received one proposal by the October 23, 2012 deadline. The Evaluation Committee was comprised of three evaluators. After the evaluators evaluated and scored the proposal submitted by Fairchild Consulting Services using a standard evaluation tool, they convened with a facilitator on December 6, 2012, to finalize the scoring process. The Department's Executive Management Team reviewed the Evaluation Committee's final scores and concurred with recommending to your Board award of the contract to Fairchild Consulting Services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed actions will provide processes necessary to resume or maintain delivery of essential mental health services during and after a major disaster event.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:RK
MA:do

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

ATTACHMENT

Fairchild Consulting Services, LLC

CONTRACT NUMBER

N/A
REFERENCE NUMBER

Business Address:

237 Highland Road, Suite 100

Andover, MA 01810

Supervisory District(s) ALL

CONSULTANT SERVICES AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	1
1.0	ADMINISTRATION	4
2.0	APPLICABLE DOCUMENTS	4
3.0	SERVICES PROVIDED	4
4.0	TERM OF AGREEMENT	5
5.0	COMPENSATION	5
6.0	REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES	6
7.0	WARRANTY	7
8.0	INDEMNIFICATION AND INSURANCE	7
9.0	CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	12
10.0	CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	12
11.0	TITLE TO PROPERTY	12
12.0	LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS	12
13.0	DELEGATION AND ASSIGNMENT BY CONSULTANT	12
14.0	SUBCONTRACTING	13
15.0	CAPTIONS AND PARAGRAPH HEADINGS	15
16.0	WAIVER	15
17.0	GOVERNING LAW, JURISDICTION AND VENUE	15
18.0	CONFLICT OF INTEREST	16
19.0	ENTIRE AGREEMENT	16
20.0	INDEPENDENT CONSULTANT STATUS	16
21.0	RESTRICTIONS ON LOBBYING	16
22.0	COUNTY LOBBYIST	16
23.0	ANTI-DISCRIMINATION	16
24.0	PROJECT PERSONNEL ARE AGENTS OF CONSULTANT	17
25.0	TERMINATION OF AGREEMENT	17
26.0	TERMINATION FOR IMPROPER CONSIDERATION	18

PARAGRAPH		PAGE
27.0	TERMINATION FOR DEFAULT	18
28.0	TERMINATION FOR CONVENIENCE	19
29.0	IMMEDIATE TERMINATION BY COUNTY	19
30.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	19
31.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST	20
32.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPOYMENT	20
33.0	CHILD SUPPORT COMPLIANCE PROGRAM	20
34.0	AUTHORIZATION WARRANTY	21
35.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	21
36.0	USE OF RECYCLED-CONTENT PAPER PRODUCTS	21
37.0	CONSULTANT RESPONSIBILITY AND DEBARMENT	21
38.0	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	23
39.0	CONSULTANTS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	23
40.0	INADVERTENT MEDICAL RECORD ACCESS	24
41.0	COMPLIANCE WITH JURY SERVICE PROGRAM	25
42.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	26
43.0	CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	26
44.0	COUNTY'S QUALITY ASSURANCE PLAN	26
45.0	CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE	26
46.0	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	26
47.0	COMPLIANCE WITH APPLICABLE LAW	27
48.0	ALTERATION OF TERMS	27
49.0	PERFORMANCE STANDARDS AND OUTCOME MEASURES	27
50.0	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	28
51.0	CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	28
52.0	FORCE MAJEURE	29
53.0	CONSULTANT'S OFFICES	29
54.0	UNLAWFUL SOLICITATION	29
55.0	WARRANTY AGAINST CONTINGENT FEES	29
56.0	FAIR LABOR STANDARDS	30
57.0	CONFIDENTIALITY	30
58.0	DISCLOSURE OF INFORMATION	30
59.0	NOTICES	31

ATTACHMENT

EXHIBITS

A. STATEMENT OF WORK
B. FEE SCHEDULE
C. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E. CONSULTANT NON-EMPLOYEE ACKNOWLEDEMENT AND CONFIDENTIALITY AGREEMENT
F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
G. FACT SHEET "SAFELY SURRENDERED BABY LAW"
H. CHARITABLE CONTRIBUTIONS CERTIFICATION

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this 21st day of May, 2013 by and between Fairchild Consulting Services (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY for the provision of providing consulting services to create a comprehensive continuity of operations plan that shall include all essential DMH programs; and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision of developing a comprehensive continuity of operations plan that shall support the Department's ability to resume or maintain delivery of essential services during and after a major disaster event; and

WHEREAS, the COUNTY desires to engage CONSULTANT for such special services upon the terms provided in this Agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between COUNTY and CONSULTANT as follows:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human service that support achievement of the County's vision, goals, values and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Customer Orientation
- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Leadership
- Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's three goals; 1) Operational Effectiveness; 2) Fiscal Sustainability; and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and

accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well being, safety and survival, emotional and social well-being, and education and workforce readiness. The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?
- ✓ The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeal procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 **ADMINISTRATION**: Director shall have the authority to administer this Agreement on behalf of County. Consultant shall designate in writing a Contract Manager who shall function as liaison with County regarding Consultant's performance hereunder.

2.0 **APPLICABLE DOCUMENTS**: Exhibits A, B, C, D, E, F, G and H, are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated.

1. Exhibit A- Statement of Work
2. Exhibit B- Fee Schedule
3. Exhibit C- Consultant Acknowledgement and Confidentiality Agreement
4. Exhibit D- Consultant Employee Acknowledgement and Confidentiality Agreement
5. Exhibit E- Consultant Non-Employee Acknowledgement and Confidentiality Agreement
6. Exhibit F- Attestation Regarding Federally Funded Programs
7. Exhibit G- Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
8. Exhibit H- Charitable Contributions Certification

3.0 **SERVICES PROVIDED**: Consultant shall provide services to County as set forth in Exhibit A

(Statement of Work) which is attached hereto and incorporated by reference as though fully set forth herein.

4.0 TERM OF AGREEMENT:

A. Initial Period: The Initial Period of this Agreement shall commence on May 21, 2013, and shall continue in full force and effect through June 30, 2013.

B. 1. First Automatic Renewal Period: The first renewal period shall commence on July 1, 2013, and shall continue in full force and effect through June 30, 2014.

2. Second Automatic Renewal Period: The second renewal period shall commence on July 1, 2014, and shall continue in full force and effect through December 31, 2014, unless either party gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or at the end of the First or Second Automatic Renewal Period, as applicable.

C. Contractor Alert Reporting Database (CARD): The County maintains databases that track/monitor Consultant performance history. Information entered into such databases may be used for a varied of purposes, including determining whether the County will exercise a contract term extension option.

D. Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 59.0 (NOTICES).

E. Suspension of Payments: Payments to Consultant under this Agreement shall be suspended if Director, for good cause, determines that Consultant is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Consultant, including a statement of the reason(s) for such suspension. Thereafter, Consultant may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

5.0 COMPENSATION:

A. Consultant agrees to satisfactorily complete all work specified in Exhibit A. In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B.

B. Total compensation for all services furnished hereunder shall not exceed the sum of DOLLARS ($245,000) for Fiscal Years 2012-13 to 2014-15.

C. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

D. To request payment, Consultant shall present to County's Program Manager, monthly in arrears, invoices accompanied by a report of the work completed for the invoice period, including the number of hours worked daily by each individual assigned to the project. This report shall be prepared in

a format satisfactory to County's Program Manager or his/her designated representative.

E. Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
Attn: Margaret Ayala, DMH's Project Manager.

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

G. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Agreement.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. County's Project Manager:

1. Consultant shall report to County's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Consultant, and final acceptance of all documentation and work.

2. Upon advance approval of the County Project Manager, County may provide Consultant with reasonable use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Consultant's status as an independent Consultant. County's Project Manager shall be: **Margaret Ayala**.

3. Consultant's Project Manager: Consultant's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Consultant's resources, submission of invoices, and resolution of

any questions/disputes. Consultant's Project Manager shall be: **Aaron Callaway**.

7.0 **WARRANTY**: Consultant represents and warrants that all work, deliverables, and other services provided to County shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

8.0 **INDEMNIFICATION AND INSURANCE**:

A. Indemnification: Consultant 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 Consultant's acts and/or omissions arising from and/or relating to this Agreement.

B. General Provision For All Insurance Coverage: Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, and shall require all of its Sub-Consultants to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Consultant's own expense.

1. 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 Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

(c) 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 Consultant 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 ($50,000.00) dollars, and list any County required endorsement forms.

(d) 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 Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th Floor
Los Angeles, CA 90020

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

2. 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 Consultant's General Liability policy with respect to liability arising out of Consultant'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 Consultant's acts or omissions, whether such liability is attributable to the Consultant 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 Insurance provisions herein.

3. Cancellation of or Changes in Insurance

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

4. Failure to Maintain Insurance

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

5. Insurer Financial Ratings

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

6. Consultant's Insurance Shall Be Primary

Consultant'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 Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

7. Waivers of Subrogation

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

8. SubConsultant Insurance Coverage Requirements

Consultant shall include all SubConsultants as insureds under Consultant's own policies, or shall provide County with each SubConsultant's separate evidence of insurance coverage. Consultant shall be responsible for verifying each SubConsultant complies with the Required Insurance provisions herein, and shall require that each SubConsultant name the County and Consultant as additional insureds on the SubConsultant's General Liability policy. Consultant shall obtain County's prior review and approval of any SubConsultant request for modification of the Required Insurance.

9. Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant'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.

10. 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. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

11. Application of Excess Liability Coverage

Consultants 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.

12. 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.

13. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Consultant 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.

14. 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.

C. Insurance Coverage

1. Commercial General Liability insurance (providing scope of coverage equivalent to 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

2. 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 cover liability arising out of Consultant's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. 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 Consultant 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 30 days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or

molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Consultant 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.

D. A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Consultant in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, respondents may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1. Notification of Incidents, Claims or Suits: Consultant shall report to County:

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

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

(c) Any injury to a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

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

2. Compensation for County Costs: In the event that Consultant 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, Consultant shall pay full compensation for all costs incurred by County.

(a) Property Coverage

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

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9.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall provide to County an executed Consultant Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Contracts Development and Administration Division, 550 South Vermont Avenue, Room 500 Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Consultant first performs work under this Agreement.

10.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant Employee Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

11.0 TITLE TO PROPERTY: County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the County who will agree to Consultant's continued use of existing design concepts, algorithms, programs, formats, documentation, methodology and all other original Consultant materials and original Consultant work product produced by the Consultant or derivatives of this pre-existing property.

County and Consultant agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the County.

Consultant further agrees that any documentation or technical materials provided by County or generated by County or Consultant during the course of Consultant performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

12.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant of any such changes in allocation of funds at the earliest possible date.

13.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

A. Consultant 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 paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

B. Shareholders, partners, members, or other equity holders of Consultant 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 Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, 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 this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

14.0 <u>SUBCONTRACTING</u>:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 14.0. Any attempt by Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Consultant desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Consultant shall make a written request to County for written approval to enter into the particular subcontract. Consultant's request to County shall include:

1. The reasons for the particular subcontract.
2. A detailed description of the services to be provided by the subcontract.
3. Identification of the proposed subcontract and an explanation of why and how the proposed Sub-Consultant was selected, including the degree of competition involved.
4. A description of the proposed subcontract amount and manner of compensation,

together with Consultant's cost or analysis thereof.

5. A copy of the proposed subcontract which shall contain the following provision:

This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract.

6. A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

The Consultant will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

7. Any other information and/or certifications requested by County.

C. County shall review Consultant's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such on a case-by-case basis.

D. Consultant shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Consultant's use of any Sub-Consultant, including any officers, employees, or agents of any Sub-Consultant, in the same manner as required for Consultant, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Consultant shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Consultant's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all Sub-Consultant personnel providing services under such subcontract. Consultant shall assure that any Sub-Consultant personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, Consultant expressly agrees to County's said right and further agrees to bear sole responsibility for any and all consequences and liability arising under said subcontracts. Such consent shall be subject to County's right to require Consultant to

directly perform any or all of its obligations if it deems it to be in the County's best interest. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, for any liability, damages, costs, or expenses arising from or related to County's exercise or such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Consultant shall be solely liable and responsible for any and all payments and/or other compensation to all Sub-Consultants and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Consultants or their officers, employees, and agents.

K. Consultant shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Consultant pursuant to this Paragraph, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Consultant shall obtain and maintain on file an executed Consultant Employee Acknowledgement, in the form as contained in the Agreement, for each Sub-Consultant's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Consultant or its officers, employees, and agents.

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

15.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

16.0 WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

17.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Consultant agrees and consents to the

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

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

Consultant 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. Consultant warrants that it is not now aware of any facts which create a conflict of interest. If Consultant 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 County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19.0 ENTIRE AGREEMENT: The body of this Agreement and the Exhibits A through H, all of which are attached hereto and incorporated hereto by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

20.0 INDEPENDENT CONSULTANT STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Consultant is an independent Consultant and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Consultant shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Consultant's engagement under this Agreement.

21.0 RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Consultant's services under this Agreement, Consultant shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subConsultant receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

22.0 COUNTY LOBBYIST: Consultant, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Consultant, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

23.0 ANTI-DISCRIMINATION: Consultant certifies and agrees that all persons employed by Consultant,

its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Consultant certifies and agrees that it will deal with its Sub-Consultants, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

Consultant and County agree that in the event of a violation by Consultant of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars ($2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

24.0 PROJECT PERSONNEL ARE AGENTS OF CONSULTANT: Consultant represents and warrants that Fairchild Consulting Services personnel performing work under this Agreement including, but not limited to, the individuals listed in Exhibit D hereto, and their agents and Sub-Consultants, are fully authorized agents of Consultant for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Consultant. Understanding that Consultant's Project Manager shall be solely responsible for coordination of all administrative and contractual matters as described in Paragraph 6.0 (A.3) Consultant's Project Manager.

25.0 TERMINATION OF AGREEMENT:

A. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Consultant the reasonable value for such work not to exceed the maximum sum due under this Agreement.

B. After receipt of a notice of termination and except as otherwise directed by County, Consultant shall:

1. Stop work under this Agreement on the date and to the extent specified in such notice;

2. Transfer title and deliver to County all completed work and work in process; and

3. Complete performance of such part of the work as shall not have been terminated by such notice.

C. Notwithstanding any other provision of this Agreement, the failure of Consultant to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

Consultant shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Agreement with respect to Consultant's work hereunder. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

26.0 TERMINATION FOR IMPROPER CONSIDERATION:

A. County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, 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 the making of any determination with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

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

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

27.0 TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Consultant, terminate this Agreement immediately in any one of the following circumstances:

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

after receipt of notice from County specifying such failure.

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

C. The rights and remedies of County provided in this Paragraph 27.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28.0 TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated 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 Consultant of a thirty 30 day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Consultant shall stop services under this Agreement on this date specified in such Notice of Termination.

29.0 IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

1. Consultant has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

2. Consultant has failed to comply with any of the provisions of Paragraphs 8 (INDEMNIFICATION AND INSURANCE), 13 (DELEGATION AND ASSIGNMENT), 14 (SUBCONTRACTING), 18 (CONFLICT OF INTEREST), 33 (CHILD SUPPORT COMPLIANCE PROGRAM), 39 (CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 51 (CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

3. In accordance with Paragraphs 26 (TERMINATION FOR IMPROPER CONSIDERATION), 27 (TERMINATION FOR DEFAULT), and/or 30 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

30.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 51 (CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Consultant to cure such default within 10 days of notice shall

be grounds upon which County may terminate this contract and/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

31.0. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

32.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Consultant require additional or replacement personnel after the effective date of this agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. If Consultant decides to pursue consideration of GAIN/GROW participants for hiring, Consultant shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GRAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Consultant.

33.0 CHILD SUPPORT COMPLIANCE PROGRAM:

A. Consultant's Warranty of Adherence to County's Child Support Compliance Program: Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant 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 Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth pursuant to Subparagraph A (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County

under any other provision of this Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 27.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

34.0 AUTHORIZATION WARRANTY: Consultant represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of Consultant have been fulfilled to provide such actual authority.

35.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees, and shall require each Sub-Consultant 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.

36.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

37.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

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

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

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

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

Board.

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

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

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

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

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

J. These terms shall also apply to Sub-Consultants of County Consultants.

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38.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Consultant hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Consultant certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Consultant certifies that, to its knowledge, none of its Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Consultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

39.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Consultant 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 Consultant will notify Director within (30) calendar days in writing of: (1) any event that would require Consultant 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 Consultant 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.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Sub-Consultants or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor

quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Consultant shall also comply with DMH Policy "Consultants Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Consultant's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Consultant's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

Consultant shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Consultant or its staff members from such participation in a Federally funded health care program. Consultant shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph.

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

40.0 **INADVERTENT MEDICAL RECORD ACCESS**: Consultant expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Consultant or any of its employees to any patient medical records. Accordingly, Consultant shall instruct its employees 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, Consultant or its employees may have inadvertent access to patient medical records. Consultant understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Consultant and its employees shall maintain the confidentiality of any information obtained and shall notify DMH supervisory 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, Consultant 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 Consultant's or its employees' access to patient medical records. Consultant agrees to provide appropriate training to its employees regarding their obligations in this regard.

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41.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

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

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

4. Consultant's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate

the Agreement and/or bar Consultant from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

42.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Consultant shall notify and provide to its employees, and shall require each subConsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

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

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

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

46.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget

for County's current Fiscal Year. Further, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

47.0 COMPLIANCE WITH APPLICABLE LAW:

A. Consultant shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Consultant shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Consultant, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Consultant shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Consultant agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Consultant, whether civil or criminal initiated against Consultant, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

48.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule hereto, whether by written or oral 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.

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Consultant and by the Director of Mental Health.

49.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Consultant shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the

Consultant's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Consultant whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Consultant.

50.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Consultant shall pay particular attention to the following provisions in Chapter 2.204:

Consultant shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Consultant Non-responsibility and Consultant Debarment).

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

51.0 CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

52.0 FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subConsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subConsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subConsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subConsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subConsultant" and "subConsultants" mean subConsultants at any tier.

C. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

53.0 CONSULTANT'S OFFICES: Consultant shall notify in writing DMH's Contracts Development and Administration Division, and any other County office(s) as identified in Paragraph 59 (NOTICES), of any change in its business address, as shown on page I of this Agreement, at least thirty days prior to the effective date thereof.

54.0 UNLAWFUL SOLICITATION: Consultant shall require all of its employees 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 California Business and Professions Code (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 insure that there is no violation of such provisions by its employees. Consultant shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

55.0 WARRANTY AGAINST CONTINGENT FEES:

A. Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or

selling agencies maintained by Consultant for the purpose of securing business.

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

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

57.0 CONFIDENTIALITY: Consultant shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, client records and information, in accordance with WIC Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations, Section 205.50, and all other applicable County, State and Federal laws, ordinances, rules, regulations, and directives, relating to confidentiality. Consultant shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Consultant shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Consultant, its officers, employees, or agents.

58.0 DISCLOSURE OF INFORMATION: During and after the term of this Agreement, Consultant shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials, using the name of County or of any County employee or agent or of any County client without prior written consent of Director. Director shall have the sole and absolute right to grant or deny such consent.

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59.0 **NOTICES**: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class, registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

If to COUNTY:

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue
Los Angeles, California 90020
ATTN: Richard Kushi

If to CONSULTANT:

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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 County's Director of Mental Health or his designee, and Consultant 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_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONSULTANT

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

EXHIBIT A

STATEMENT OF WORK

Business Continuity Planning Consultant Services

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	INTRODUCTION	1
2.0	SCOPE OF WORK	2
3.0	STAFFING	12
4.0	SERVICE DELIVERY SITES	15
5.0	ADMINISTRATIVE TASKS	15
6.0	QUALITY MANAGEMENT AND DATA COLLECTION PLANS	17
7.0	SCHEDULE	19
8.0	CONTRACT DISCREPANCY REPORT	20
9.0	INFORMATION TECHNOLOGY	20
10.0	GREEN INITIATIVES	22
11.0	PERFORMANCE REQUIREMENTS SUMMARY	22

STATEMENT OF WORK
Business Continuity Planning Consulting Services

1.0 INTRODUCTION

1.1 Overview

The Los Angeles County Department of Mental Health (DMH) is the largest local public mental health agency in the United States providing for over 10 million County residents an extensive system of public mental health services. On a daily basis DMH operates 97 DMH proprietorship sites and participates with an additional 100 co-located sites.

DMH requested proposals for professional services to create a comprehensive Continuity of Operations Plan (COOP) to include all essential DMH programs with consideration to all directly operated clinics, administrative offices, and co-located sites. The DMH Continuity Plan will be developed using the Living Disaster Recovery Planning System (LDRPS) software provided by Los Angeles County. Development of the DMH Continuity Plan and associated planning documents support the Department's ability to resume or maintain delivery of essential services during and after a major disaster event. A major disaster event is an event of such severity and magnitude that effective response is beyond the capabilities of the affected local governments as well as the capabilities of the state requiring federal assistance.

On October 31, 2012, a similar project with related requirements was initiated by the Los Angeles County (LAC) Office of Emergency Management (OEM). The OEM project includes DMH as one of ten participating LAC departments. Fairchild and DMH shall monitor any possibility of duplication of services. The Project Control Document (PCD) described in Task 1 is to track and monitor the services provided. Although the PCD for OEM and DMH will not be identical they may be very similar. For instance, Task 1 is estimated to require 36 billable hours as detailed in the Budget Schedule; however if Fairchild applies the OEM PCD framework already developed for OEM the DMH Task 1 is likely to require fewer billable hours than originally estimated. The services to be provided are described below in Tasks 1 through 13.

PLEASE NOTE: Upon completion of the original 13 Tasks, in the event there is a surplus of billable hours, either due to streamlining similar OEM and DMH project deliverables or due to OEM

removing or reducing estimated project requirements, DMH and Fairchild may negotiate for the addition of related Continuity Planning tasks. An example of such tasks is as follows:

a. Set up LDRPS Notification component.
b. Insert references of the added Tasks into the completed original Tasks documents, as appropriate.

2.0 SCOPE OF WORK

Fairchild shall develop, facilitate, and ensure completion of the following 13 Tasks:

1 Develop Project Control Document (PCD).
2 Provide Project Management Assistance and Monitoring.
3 Participate in countywide BCP LDRPS program roll-out.
4 Develop and conduct BCP and LDRPS v10 training.
5 Assist DMH Project Manager to initiate COOP Planning process.
6 Conduct department-wide Risk Analysis.
7 Determine essential and essential support functions.
8 Conduct Business Impact Analysis (BIA) utilizing LDRPS.
9 Coordinate with DMH Project Manager to design plan.
10 Develop COOP Plan utilizing LDRPS.
11 Test, Train, and Exercise the Plan.
12 Plan maintenance.
13 Finalize and distribute Plan.

Each of the 13 Tasks contains a complete description of the project deliverables by which Fairchild shall be held to which includes the primary task and sub-tasks.

2.1 TASKS

Task 1 - Develop PCD

Fairchild shall develop the PCD and submit it for written approval to the DMH Project Manager. The PCD shall include the following:

1. A detailed Project Plan comprised of the project tasks, activities, dependencies, and responsibilities.
2. Project organization and management structure for review and approval of project deliverables, as well as escalation and resolution procedures.
3. Deliverables/milestone list describing planned dates for completing project deliverables and/or project milestones.

Project Control Document

Fairchild shall provide the PCD, which at a minimum, will include the following information:

1. A detailed Project Plan developed using Microsoft Project 2003 or higher, describing project tasks, planned start and end dates, task dependencies, and responsibilities.
2. Project organization, roles and responsibilities and description for deliverable reviews and approvals, as well as escalation and resolution procedures.
3. Fairchild will provide DMH with a PCD within two weeks of the Contract execution. This document will be updated and maintained throughout the life of the project. Update will be presented minimally at weekly project management team meetings.

The PCD shall be comprised of the following components:

a. Project Scope and Objectives – a brief statement of the scope and objectives of the project.
b. Project Organization, Roles, and Responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships, including a description of the primary roles and responsibilities of the project team members and any relevant organizational relationships.
c. Detailed Work Plan – a detailed narrative description of project with roles and responsibilities of project team member by task, sub-task, timeframe to complete each task and any dependencies on other tasks.
d. Assumptions – A listing of all relevant assumptions made in the development of the detailed work plan. All assumptions shall be clearly documented.
e. Deliverables List – A list of the Deliverables to be produced for each Task and Sub-task, including a paragraph description of each Deliverable.
f. Milestone Chart – A list of key project Milestones, including Deliverables, the target completion date and actual completion date.
g. GANTT Chart – A chart showing the Tasks, Sub-tasks, Milestones, critical path and dependencies organized by Deliverables, as appropriate, and in accordance with the Detailed Work Plan.
h. Communication Plan – A description of the primary means of communication that will be used throughout the project. This will include a description of any recurring Tasks and Sub-tasks (e.g., Status Meetings, etc.).
i. Risk Management – A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies.

j. Change Management Process – A description of the change management process that will be used to mitigate any negative impact of BCP process and methodology implementation roll-out.
k. Testing Strategies – A description of the different types of tests and approach that will be instituted to ensure DMH staff capability when using the BCP software, including the roles and responsibilities of each team member.
l. Training Strategies – A description of the training approach addressing technical training, end-user training, and train-the-trainer for DMH staff.
m. Escalation Procedures – a description of the process to be used to resolve project conflicts, including a diagram of the escalation process and key project team members responsible for decision-making and conflict resolution.

Task 2 - Provide Project Management Assistance and Monitoring

Throughout the term of the contract, under the direction of the DMH Project Manager, Fairchild shall assist in the day-to-day management of tasks and deliverables required to establish and roll-out the DMH BCP Plan development project. Fairchild shall not be responsible for the performance of DMH personnel. However, Fairchild shall coordinate with the DMH Project Manager to ensure that all tasks and deliverables are performed in a timely manner.

Fairchild Project Management shall include, but will not be limited to:

1. Supporting project planning and direction.
2. Evaluating project results and providing status reporting.
3. Provide recommendations for County/DMH business processes, security, and technical requirements.
4. As applicable, provide recommendations for existing County LDRPS v10 software configurations/modifications.
5. Management and tracking of all issues and their resolution.
6. Management of the project change control process.
7. Preparing agenda and minutes for weekly project management team meetings.
8. Update the detailed Project Plan showing schedule changes from baseline and percentage of work completed as required.
9. Provide on-going support and guidance to DMH staff to ensure appropriate knowledge transfer throughout the course of the engagement.

Project Management Assistance and BCP Mentoring

Fairchild shall provide on-going support and management assistance and BCP mentoring to the DMH Project Manager through final delivery of DMH BCP, including, but not limited to:

1. Preparing and presenting to the DMH Project Manager a weekly Project Status Report to report project progress, plans, and outstanding issues. The first status report will be presented to DMH Project Manager fourteen calendar days following the Contract execution.
2. Meeting with the DMH Project Manager at least weekly to review these status reports and any related matters. All variances will be presented for approval at the status meeting.
3. Updating the PCD to reflect the changes based on DMH feedback.

Task 3 - Participate in Countywide BCP LDRPS Program Roll-Out

Fairchild shall participate with the DMH Project Manager in Countywide BCP LDRPS v10 program roll-out to ensure DMH COOP planning efforts are in step with Countywide planning effort utilizing LDRPS.

DMH Planning Efforts Aligned With Countywide Effort

Fairchild shall participate, monitor, and ensure the DMH COOP planning process is consistent with the direction and intended usage of LDRPS planning tools provided by way of the county-wide strategy. Fairchild shall ensure, at a minimum, the following:

1. Maintain records of policy and procedure guidance provided by the OEM regarding management and execution of the business continuity planning process within the countywide construct while implementing LDRPS.
2. The matrix created will list the guidance provided along with specific details of how the guidance was applied and implemented thus ensuring accountability and completion of Countywide directives.

Task 4 - Develop and Conduct BCP and LDRPS v10 Training

Fairchild shall develop, conduct, and modify BCP and LDRPS version10 training department-wide as approved by the DMH Project Manager.

Technical and Awareness Training Component

Fairchild shall provide a documented training program comprised of the following:

1. Deliver and modify as approved by the DMH Project Manager, training developed and provided by the OEM on the usage of LDRPS.
2. BCP awareness training geared toward all DMH employees that will provide an overview of the DMH BCP Program and how it complements the Countywide BCP effort.
3. Develop a training presentation that will be used as the means to maintain organizational awareness.

Task 5 - Assist DMH Project Manager to Initiate COOP Planning Process

Fairchild shall assist the DMH Project Manager to initiate the DMH COOP planning process by providing direction and leadership, implementing DMH methodology and assisting with department plan progress and monitoring. The DMH planning tactic will closely follow the concepts of FEMA COOP development for non-federal entities as well as the State of California COOP planning guidance.

Initiate Planning Process

Fairchild shall assist the DMH Project Manager to coordinate and organize roll-out of the DMH continuity plan development strategy to include, but not limited to, the following actions:

1. Facilitate the kick-off meeting to the DMH Business Continuity Steering Committee, each essential program manager, along with other identified essential DMH/LAC units. This will require one kick-off meeting per DMH Service Area plus two for the DMH leadership (DMH Business Continuity Steering Committee, DMH Executive Management Team (EMT), and other LAC leadership as designated) for a total of ten (10) kick-off meetings. This approach is open for discussion and adjustment.
2. Facilitate and coordinate progress and production meetings.
3. Establish objectives and milestones.
4. Determine procedures for information gathering and decision making.
   - Focus on gathering needed information
   - Minimize time and effort spent gathering information
5. Minimize disagreements by establishing procedures for decision making.
6. Attend and participate, as requested by DMH Continuity Planner, DMH meetings regarding the implementation and usage of the LDRPS software.
7. Develop a robust work schedule to interview and work one-on-one with all essential DMH units while developing the following documents:
   - Individual BIA reports for the identified essential DMH units that will ultimately be rolled into the final DMH Comprehensive BIA Report. The LDRPS software will be utilized along with the BIA questionnaire developed by DMH as applicable.
   - Each essential DMH unit's portion of each of the planning documents listed on Table 1 – Planning Documents, to include all aspects of the Continuity Plan and supporting annexes and guides. Additional supporting documents may be included as the need corresponds to the program development.
8. All other actions related to and supporting initiation of the planning process.

Task 6 - Conduct Department-Wide Risk Analysis

Fairchild shall conduct a department-wide Risk Analysis to identify areas of potential vulnerability, current control measures, and develop recommendations to mitigate the hazards.

Risk Analysis and Vulnerability Assessment

Fairchild shall develop a department-wide Risk Analysis and Vulnerability Assessment to include all 97 directly operated DMH facilities and 100 DMH co-located sites. The Analysis will include, but will not be limited to, the following components:

1. An analysis of each DMH facility of the impact of an earthquake, flood, wild-land fire, or tsunami. Determine the need to include additional hazards.
2. A brief hazard profile primarily using data gathered from the State of California Emergency Management Agency (CalEMA)/Hazard Mitigation Portal/MyHazards plus other sources.
3. Rank each hazard based on likelihood and consequence of event occurring. Include description of the likelihood and consequence.
4. Inventory assets by location to include the number of staff (DMH and others), average number of visitors on a given day, building functions, systems, site characteristics, weaknesses, system redundancies, and DMH-owned assets. Include corrective actions that could reduce the vulnerabilities.
5. Estimated losses; may be partially included in the BIA.
6. Prioritize and analyze outcomes.

This process measures the potential loss of life, personal injury, economic impact, and property damage resulting from hazards by assessing the vulnerability of people, buildings, and infrastructure to hazard events.

Task 7 - Determine Essential and Essential Support Functions

Fairchild shall assist the DMH Project Manager to determine essential and essential support functions.

Essential and Essential Support Functions

Fairchild shall assist the DMH Project Manager to ensure all DMH essential and essential support functions are identified. A structure has been established and Fairchild shall validate or adjust the current approach which supports DMH to carry on their mission during an extended disruption of services.

Task 8 - Conduct Business Impact Analysis (BIA) Utilizing LDRPS

Fairchild shall conduct a department-wide BIA for directly operated DMH facilities and DMH co-located sites utilizing LDRPS for all identified essential and essential support functions.

LDRPS Business Impact Analysis (BIA)

Fairchild is competent with and has experience using LDRPS and LDRPS BIA Professional software. The LDRPS BIA Professional software tool may be available for this project and as such software tools may be provided that will develop the Risk Assessment, Work Force Assessment, and Vendor Assessment. Whether the BIA Professional software is available or not, Fairchild shall have experience and demonstrate proficiency in developing all aspects of a BIA for essential and essential support functions both with and without specialized software tools such as LDRPS. The development of the DMH BIA may include, but is not limited to, the following elements:

1. Identify and define DMH essential and essential support functions.
2. Narrow critical time, include explanation.
3. Rank impact of loss of essential and essential support functions.
4. List all essential applications.
5. Identify dependencies, upstream and downstream.
6. List financial and non-financial impacts.
7. Include manual essential and essential support recovery procedures.
8. Describe work area requirements.
9. Define vital records to include type, location, media, backup, recovery, etc.

The LDRPS BIA is somewhat abbreviated; as such DMH needs beyond the LDRPS BIA system shall be discussed and included either within the LDRPS BIA format or in a separate planning document prepared by Fairchild.

Develop associated planning documents, utilizing the LDRPS Disaster Recovery Plan (DRP) component, as appropriate and agreed upon, in coordination with DMH Chief Information Office Bureau (CIOB).

Task 9 - Coordinate with DMH Project Manager to Design Plan

Fairchild shall coordinate with the DMH Project Manager to design a COOP that will include the development of the DRP both with and without utilizing specialized software such as LDRPS.

Design Plan

Fairchild shall provide consulting services to interlink the best features of LDRPS with the concepts of the Federal level COOP planning guidance and remain in line with the State of California Emergency Management Agency (CalEMA) Continuity Planning Guidance. The DMH Continuity Plan will consist, minimally, of the following plan design features:

1. Integrate current DMH Interim Continuity Guidance document into new LDRPS Continuity Plan design.
2. A comprehensive Continuity Plan to include a Communications Annex, a Vital Records Annex, plus, annexes utilizing all tools included in the SunGard Continuity Management Solution, that are available through OEM, to include but is not limited to the Incident Manager, Training, and Exercise, and adhere to FEMA COOP planning process guidance and program development, which will include all COOP recommended annexes.
3. Continuity Plan Activation Guidance and Checklists for each essential DMH unit.
4. Development of the DMH DRP utilizing LDRPS.
5. Additional documents as described throughout Tasks 1 through 13 and as agreed upon by DMH and the Fairchild.

Task 10 - Develop COOP Plan Utilizing LDRPS

Fairchild shall develop the DMH COOP Plan utilizing LDRPS but, should the need arise, be capable of developing all described planning documents without the use of LDRPS.

COOP Plan

Fairchild shall ensure OEM LDRPS technical guidance compliance while integrating planning concepts from FEMA COOP and the State of California Continuity Planning Guidance. The required planning steps will include, but is not limited to, the following actions to be established by Fairchild:

1. Confirm planning team.
2. Identify resources required.
3. Develop plan draft starting with the DMH Interim COOP Guidance document. Possess the capability both with and without using LDRPS.
4. Confirm goals and milestones.
5. Identify challenges and prioritize activities.
   - Make a list of tasks to be performed, by whom and when.
   - Determine how to address the problem areas and resource shortfalls that were identified in the vulnerability analysis.

6. Write the Plan.
   Establish an aggressive timeline with specific goals. Provide enough time for completion of work, but not so much as to allow assignments to linger. Establish a schedule for:
   - First draft
   - Review
   - Second draft
   - Tabletop exercise: The scenarios developed during the vulnerability analysis can serve as the basis for training events.
   - Final draft
   - Printing
   - Distribution
7. In coordination with the DMH Project Manager, interface, as appropriate, with DMH CIOB, LAC Chief Information Office, and LAC Internal Services Department (ISD) where this continuity planning effort overlaps with essential process applications.

Task 11 - Test, Train, and Exercise the Plan

Fairchild shall assist the DMH Project Manager to test, train, and exercise the plan as part of the planning process.

Test, Train, and Exercise the Plan

Fairchild shall assist the DMH Project Manager to test, train, and exercise the draft plan in order to make the final adjustments prior to distribution of the plan. Continuity training components for all staff should address:

- Individual roles and responsibilities.
- Information about threats, hazards and protective actions.
- Notification, warning and communications procedures.
- Accountability procedures.
- Location and use of common emergency equipment.
- Continuity procedures.

The steps to test, train, and exercise the plan include, but are not limited to, the following:

1. Distribute the first complete draft to group members for review. Revise as needed.
2. Distribute the second, revised draft for review.
3. Using the second draft as reference, conduct a tabletop exercise with management and personnel who have key business continuity responsibility. In a conference room setting, describe a continuity scenario and have participants discuss their responsibilities and how they would react to the situation.

4. Based on this discussion, identify areas of confusion and overlap, and modify the plan accordingly.

Task 12 - Plan Maintenance

DMH's Continuity Plan Maintenance ensures all Continuity Plan Maintenance components incorporate the following:

1. Implementation. Implementation is more than simply exercising the plan during an emergency. It means acting on recommendations made during the vulnerability analysis, integrating the plan into DMH operations, training staff, and evaluating the plan.
2. Monitoring, evaluating, and updating plan. A formal schedule should be included in the plan for monitoring and evaluating the plan along with formal and informal updating procedures and timelines.
3. Multi-year Strategy and Program Management Plan. This plan will define short and long-term COOP goals and objectives. It should include requirements, identify tasks and milestones, and outline a plan of action to accomplish tasks within an established schedule. Additionally, it will provide a common basis and informational format for developing and defending COOP budget submissions.

Task 13 - Finalize and Distribute Plan

Fairchild shall ensure all changes have been incorporated into the final planning document and distribute plan.

Finalize and Distribute Plan

Fairchild shall ensure all changes have been incorporated into the final planning document and thereafter, Fairchild shall distribute the plan. To distribute the finalized plan actions may include, but are not limited to, the following:

1. Place the final plan in three-ring binders and number all copies and pages. Each individual who receives a copy should be required to sign for it and be responsible for posting subsequent changes.
2. Determine which sections of the plan would be appropriate to show to other agencies (some sections may refer to confidential or protected information). Distribute the final plan to:

    - Chief executive and senior managers.
    - DMH Business Continuity Steering Committee members.
    - Key Business Continuity staff; Disaster Services Unit.
    - Los Angeles County dependent departments.

The DMH Project Manager will provide a copy of the plan to key personnel along with a training schedule. The DMH Project Manager is open to discuss the merits of hard copies over a flash drive copy.

Additional Requirements

Fairchild will coordinate and support the DMH Project Manager to ensure grant requirements directly impacted by the services provided by Fairchild meet the requirements of the grant agreement which includes but is not limited to the following:

1. DMH shall submit and Community Development Block Grant (CDBG) shall review and approve the COOP and related planning documents, as described in the original application. The Continuity Plan is considered the Final Product(s) for this grant.
2. The grant will not be closed by CDBG prior to the submission of the Final Product(s).
3. The Final Product(s) shall contain an acknowledgment of CDBG funding on the cover of the document.
4. A public hearing shall be conducted in front of the governing body to notify the public of accomplishments funded by the grant and for acceptance by the governing body.
5. If the Final Product(s) has not been received within ninety (90) days after termination of the Grant Agreement, CDBG will disencumber all remaining grant funds, including the final ten percent (10%).

Upon review and approval of the Final Product(s) by CDBG whereby CDBG releases the final 10 percent (10%) of the grant funding DMH will release any withheld earned fees as reflected in the Fee Schedule approved by Fairchild.

3.0 STAFFING

3.1 General Staffing Requirements

Fairchild shall ensure appropriate staffing levels necessary to successfully complete the Tasks listed in Section 2.0 Scope of Work of this SOW as well as maintain the following staff management requirements:

3.1.1 Education and Experience: Fairchild shall be responsible for securing and maintaining staff that meets the minimum education qualifications as described in the RFP and possess the stated experience and expertise required to complete the tasks outlined in this SOW.

3.1.2 Rosters: Fairchild shall provide DMH, at the beginning of the Contract term, an organizational chart illustrating the reporting lines of all consulting staff that includes: (1) name and position; (2) email and telephone number; and (3) at a minimum, two primary Fairchild contacts for DMH as well as two senior management contacts. See Section 12.0 - Performance Requirements Summary (PRS), Table 1 -PRS, Task 1 – Develop PCD, item b. Project Organization, Roles, and Responsibilities and item h. Communication Plan.

3.1.3 Changes in Staffing: Fairchild shall advise DMH in writing of any change(s) in Fairchild's staff roster to include all Fairchild staff assigned to this DMH project at least twenty-four hours before proposed change(s), including name, education, experience, and qualifications of new staff. Fairchild shall ensure that no interruption of services occurs as a result of the change in staff. If DMH determines that the qualifications of the proposed new staff do not meet the requirements, this may constitute a breach in the contract agreement.

3.1.4 Criminal Clearances: Fairchild shall ensure that criminal clearances and background checks have been conducted for all Fairchild's staff prior to beginning and continuing work under any resulting Agreement. The cost of such criminal clearances and background checks is the responsibility of Fairchild whether or not Fairchild's staff passes or fails the background and criminal clearance investigations.

3.1.5 Driving Record: Fairchild shall maintain copies of driver's Department of Motor Vehicles printouts for all of Fairchild's drivers providing service under this Contract. Reports will be available to DMH on request.

3.2 BCP Staffing Requirements

3.2.1 Fairchild shall be responsible for ensuring all assigned project staff have a strong understanding of Business Continuity Planning implementation practices with proven experience and execution skills, which include but are not limited to the following:

1. Have (i) graduated from a four-year college or university with a Bachelor's Degree or higher, and (ii) experience of at least five (5) years in the last eight (8) years in a highly responsible capacity in the area of business continuity planning field. Four (4) years of

additional experience may be substituted for the Bachelor's degree requirement in (i) above.

2. At least five (5) years' experience in the last eight (8) years designing, implementing, and testing Business Continuity plans utilizing the full suite of SunGard LDRPS Business Continuity software tools.

3. At least two (2) years' experience in the last four (4) years developing business continuity plans incorporating the concepts of FEMA Continuity of Operations for non-federal agencies.

4. Working knowledge of the State of California Continuity Planning Guidance, Revised December 2009.

5. Excellent written and interpersonal skills; ability to work creatively and analytically in a problem-solving environment; and strong client relationship skills.

6. Location of Project lead, DMH Project Manager and assigned project staff shall be based in LAC full time.

7. Professional BCP Certification such as:

    a. Associate Business Continuity Professional (ABCP),

    b. Certified Functional Continuity Professional (CFCP),

    c. Certified Business Continuity Professional (CBCP),

    d. Master Business Continuity Professional (MBCP).

8. Managed at least two (2) separate projects within the last eight (8) years developing a comprehensive business continuity plan using SunGard web-based Business Continuity software. This experience shall include defining business continuity process design, process mapping, risk assessment, business impact analysis, business continuity strategy development, and business continuity plan documentation, development, and testing for a large size public agency/entity which provides services to a minimum population of 250,000 or private sector entity with 2,500 or more employees with multiple business functions.

4.0 SERVICE DELIVERY SITES

Fairchild shall have the capacity to ensure all twelve DMH program designations and their various locations are included in the planning process. The twelve DMH program designations are:

- Adult Justice, Housing, Employment, and Education Services.
- Emergency Outreach Bureau.
- Older Adult Program Administration.
- Adult Systems of Care.
- Child/Youth and Family Program Administration.
- Transition-Age Youth Systems of Care Bureau.
- Program Support Bureau.
- Public Guardian/Conservator.
- Office of Administrative Deputy.
- Office of Chief Deputy Director.
- Office of the Medical Director.
- Executive Offices.

DMH locations consist of 97 DMH proprietorship sites and 100 co-located sites. This is all organized within eight (8) Service Areas (SAs) throughout Los Angeles County. The eight SA regions include: SA 1 (Antelope Valley), SA 2 (San Fernando), SA 3 (San Gabriel), SA 4 (Metro), SA 5 (West), SA 6 (South), SA 7(East), SA 8 (South Bay/Harbor).

5.0 ADMINISTRATIVE TASKS

5.1 Record Keeping

Fairchild shall maintain a comprehensive, accurate documentation of all services provided to include, but not limited to, a detailed journal of staff and staff time applied by task, sub-task, goods and services, plus all other resources employed to complete all Tasks and Section 12: PRS as outlined in this SOW. This documentation will be available to DMH upon request and will be reflected in all submitted invoices as well as the PCD, as appropriate.

5.2 Project Control Document (PCD)

See Section 12.0 – PRS, Task 1 – Develop PCD. In general, the PCD defines the strategy for execution of the project objectives, scope, key drivers, and other parameters of the project. It provides the base for the project team to execute their activities within the boundaries of the project SOW, schedule and budget. It will be used as guidance to resolve issues, control cost and schedule, and

as a roadmap to planning. The PCD is a living, working document which the project team will update as necessary.

5.3 Invoicing

Fairchild shall submit invoices monthly outlining the work associated with each Task, to include, at a minimum, the following:

- Staff hours and associated salaries,
- Expenditures related to fulfilling PRS,
- A clear description of how the work completed for that billing period directly relates to Section 8.0 - Schedule.

Invoices will be submitted to:

Los Angeles County Department of Mental Health
Administrative Support Bureau
550 S. Vermont Avenue, 2nd Floor
Los Angeles, CA 90020

Attention: Margaret Ayala

The manner in which Fairchild prepares their invoices will be impacted by the Grant Agreement entered into between DMH and the State of California CDBG Program. CDBG will not release the final ten percent (10%) of the grant award nor close the grant until specific conditions for all planning activities are met. See Section 3.0, Task 13 – Finalize and Distribute Plan.

Upon review and approval of the Final Product(s) by CDBG whereby CDBG releases the final 10 percent (10%) of the grant funding DMH will release any withheld earned fees as reflected in the Fee Schedule approved by Fairchild.

5.4 Computer and Information Technology Requirements

Within 30 days of commencement of the Contract, Fairchild shall possess or acquire a computer system with the capability to comply with the terms of the Contract, with sufficient hardware and software and on-site maintenance for the entire term of this contract at no additional cost to DMH.

5.5 Cooperation

Fairchild shall work cooperatively with DMH staff including Information Technology Services staff, DMH Administration, and Program staff. Fairchild shall ensure accurate monthly invoices are

submitted to DMH along with supporting documentation indicating services provided with each invoice.

5.6 Meetings

Fairchild shall attend periodic BCP meetings and/or meetings as determined by DMH.

5.7 Days/Hours of Operation

Fairchild shall ensure that BCP services are available for DMH staff during County's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M.

5.8 Contractor's Project Manager

Fairchild's designated Project Manager will have full authority to act for Fairchild Consulting Services on all matters relating to the daily operation of this Contract and will be accessible via telephone, e-mail, or fax during regular business hours to respond to County inquiries and/or concerns.

6.0 QUALITY MANAGEMENT AND DATA COLLECTION PLANS

6.1 Quality Management

Fairchild shall establish and utilize a comprehensive written Quality Management Program and Plan including Quality Assurance and Quality Control processes to ensure the required services are provided at a consistently high level of service throughout the term of the Contract. The Plan will be submitted to DMH for review and approval prior to the Contract start date. The Quality Management Plan and Data Collection Plan are designed to clarify and define certain requirements described in the PCD. The Plan will be effective on the Contract start date and will be updated and re-submitted for DMH approval as changes occur.

6.1.1 The Plan will include an identified monitoring system covering all the services listed in this RFP and SOW. The system of monitoring to ensure that contract requirements are being met will include:

6.1.1.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.

6.1.1.2 Ensuring that services meet requirements for timeliness, accuracy, completeness, consistency and conformity as defined in the RFP SOW.

6.1.1.3 Ensure professional staff rendering services under the contract have met the necessary prerequisites.

6.1.1.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable including description of the Quality Improvement strategy and intervention methods.

6.1.1.5 Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all reviews, the corrective action taken, the time the problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

6.1.1.6 Continuing to provide services to the County in the event of a strike or other labor action of the Fairchild's employees.

6.1.2 Fairchild will provide to the County a copy of their Quality Assurance/Quality Control policy and/or procedure.

6.2 Data Collection

Fairchild will establish and implement a Data Collection Plan to collect, manage, submit data and reports as directed by DMH. This will include collecting, managing, and submitting the data described in this SOW.

6.2.1 Fairchild' Plan will include a description of specific measures and data analysis methods that are currently in place and/or those to be delivered to ensure the collection and reporting of required data as described in this SOW.

6.2.2 Fairchild's Plan will include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

6.2.3 Fairchild will agree to participate in regular learning collaborative meetings where data and progress will be reviewed. These meetings will serve as the basis for learning and for making any mid-course service corrections to the PCD, Project Schedule, and/or the agreed upon SOW.

7.0 SCHEDULE

Fairchild will agree to the following key deliverables schedule, not inclusive of all deliverables:

7.1 FY 2012-13 during this period of the contract, Fairchild will:

1. Develop PCD; establish method to monitor and continuously update the document.
2. Establish weekly Project Status Report.
3. Establish working relationship with key DMH staff to provide on-going support and BC guidance.
4. Participate with DMH Project Manager in Countywide BCP LDRPS roll-out.
5. Develop and conduct LDRPS training in coordination with County-wide effort.
6. Assist and support initiation of COOP Planning Process.
7. Conduct DMH Risk Analysis.
8. Begin process to identify essential functions.
9. Begin process to develop BIA for DMH Programs #1-4 above.
10. Coordinate with the DMH Project Manger to design plan.
11. Establish and implement planning steps.

7.2 FY 2013-14 during this period the contract Fairchild will:

1. Continue the following components initiated in Section 8.1:
   a. Maintain PCD to include method to monitor and continuously update the document.
   b. Maintain weekly Project Status Report.
   c. Maintain working relationship with key DMH staff to provide on-going support and BC guidance.
   d. Maintain LDRPS accountability tracking.

2. Develop all agreed upon plans, guides, checklists, etc.

7.3 FY 2014-15 during this period the contract Fairchild will:

1. Complete development of all agreed upon plans, guides, checklists, etc.
2. Test plan with Tabletop Exercise.
3. Develop implementation plan.
4. Establish Multi-year strategy.
5. Modify and finalize all planning documents.
6. Prepare copies.
7. Prepare public version.
8. Meet and document Public Participation requirements of grant.

8.0 CONTRACT DISCREPANCY REPORT (Appendix C, Exhibit 2)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the County and Fairchild. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, Fairchild is required to respond in writing to the County Contract Project Monitor within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR will be submitted to the County Contract Program Manager within 10 workdays.

9.0 INFORMATION TECHNOLOGY

The final continuity planning documents are intended to be used internally by the DMH and LAC. It is not anticipated that Fairchild will interface directly or indirectly with the DMH consumers; however, due to the nature of the DMH's primary mission, it is prudent that Fairchild be required to adhere to Privacy and Electronic Security policies and regulations as outlined in Section 10.2 - Privacy and Electronic Security.

9.1. Technology Requirements

9.1.1 Fairchild will provide their own computer hardware and software to include but not limited to the ability to provide Microsoft Office and Microsoft Project 2003 or higher.

9.1.2 Fairchild's information system or information technology system will meet the functional, workflow, and

privacy/security requirements referenced in Section 10.2 (Privacy and Electronic Security).

9.1.3 Fairchild will be solely responsible for complying with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information. Upon execution of the Contract applicable DMH policies will be provided to the Fairchild.

9.2 Privacy and Electronic Security

9.2.1 To the extent relevant, to deliver the services required by this SOW, Fairchild shall comply with all Federal and State laws as they apply to protected health information (PHI), individually identifiable health information (IIHI), and electronic information security.

9.2.2 Any component of Fairchild Consulting Services that is deemed a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") will comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County of Los Angeles.

9.2.3 Any component of Fairchild Consulting Services that is deemed a "Business Associate" of County under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy standards. For example, if the training is to be designed and delivered by a covered entity such as a Community Mental Health Center and the logistical services providers, vendors, or facilities managers are Sub-contractors, then a Business Associate Agreement would be required between the covered entity and the logistical services or facility providers in case the Sub-contractors may handle information regarding the health statues of the students who are consumers or family members. If the training is to be designed and delivered by a non-covered entity, then a Business Associate Agreement shall be required between Fairchild and the County in case Fairchild may handle information regarding the health statues of the students who are consumers or family members.

10.0 GREEN INITIATIVES

10.1 Fairchild shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 Fairchild shall notify County's Project Manager of Fairchild's new green initiatives prior to the contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A PRS chart is derived from the required Tasks as defined in Section 2.0 Scope of Work and 2.1 – Tasks of this SOW. All tasks listed in the PRS chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Fairchild beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Fairchild. (Appendix C, Exhibit 3)

EXHIBIT B

FEE SCHEDULE

EXHIBIT B

FEE SCHEDULE

I. Work Description: Develop and execute a DMH Consultant Agreement for the creation of a comprehensive continuity of operations plan that will include all essential DMH programs.			Total Budget	10 % Grant Withholding	Adjusted Fee
Task	Sub Task	Task Description			
1		Develop Project Control Document	$5,400	$540	$4,860
	1.1	Ensure PCD Baseline	1,800	180	
	1.2	Develop PCD	3,600	360	
2		Provide Project Management Assist & Monitoring	$22,200	$2,220	$19,980
	2.1	Weekly Project Status Report (items a thru h)	15,000	1,500	
	2.2	Provide On-Going Support & Guidance	7,200	720	
3		Countywide BCP LDRPS Roll-out	$6,600	$660	$5,940
	3.1	Maintain Records of LDRPS Guidance	6,000	600	
	3.2	Create Matrix to Track Accountability	600	60	
4		Develop and Conduct BCP and LDRPSv10 Training	$17,400	$1,740	$15,660
	4.1	Modify and Deliver LDRPS training	12,000	1,200	
	4.2	Develop BCP Awareness Training for Staff	5,400	540	
5		Assist to Initiate COOP Planning Process	$14,100	$1,410	$12,690
	5.1	Facilitate Kick-off Meetings	4,500	450	
	5.2	Plan Development Strategy (items 2 thru 8)	3,600	360	
	5.3	Public Participation	6,000	600	
6		Conduct DMH Risk Analysis	$42,600	$4,260	$38,340
	6.1	Develop Risk Analysis	21,300	2,130	
	6.2	Develop Vulnerability Assessment	21,300	2,130	
7		Determine Essential & Essential Support Functions	$13,200	$1,320	$11,880
	7.1	ID Essential & Essential Support Functions	13,200	1,320	
8		Conduct Business Impact Analysis Utilizing LDRPS	$40,050	$4,005	$36,045
	8.1	Complete BIA for DMH Programs 1-4	13,350	1,335	
	8.2	Complete BIA for DMH Programs 5-8	13,350	1,335	
	8.3	Complete BIA for DMH Programs 9-12	13,350	1,335	
9		Coordinate with DMH Project Manager to Design Plan	$9,600	$960	$8,640
	9.1	Integrate DMH Interim Guide with LDRPS	6,000	600	
	9.2	Design Agreed Upon Plans, See Task 9	3,600	360	
10		Develop All Agreed Upon Plans, Guides, Checklists, etc.	$61,200	$6,120	$55,080
	10.1	Establish & Implement Planning Steps	30,000	3,000	
	10.2	Develop All Agreed Upon Planning Documents	31,200	3,120	
11		Test, Train & Exercise the COOP Plan & Annexes Only	$5,700	$570	$5,130
	11.1	Test Plan with Tabletop Exercise	5,700	570	
12		Plan Maintenance	$2,400	$240	$2,160
	12.1	Develop Implementation Plan	1,200	120	
	12.2	Establish Multi-year Strategy	1,200	120	
13		Finalize & Distribute Plan	$3,600	$360	$3,240
	13.1	Modify and Finalize all Planning Documents	1,200	120	
	13.2	Prepare copies: 20 paper & 25 removable drive	600	60	
	13.3	Prepare public version	1,200	120	
	13.4	Public Participation	600	60	

II.		Services and Supplies	$950	$95	$855
III.		Budget	$245,000	$24,500	$220,500

Notation: As stipulated in the Grant Agreement, by which this project is funded through in total, the State of California Community Development Block Grant (CDBG) Program, the administering agency, will not release the final ten percent (10%) of the grant award nor close the grant until the following conditions for all planning activities are met:

1. DMH must submit and CDBG must review and approve the Final Product(s) for this grant as described below.
2. The grant will not be closed by CDBG prior to the submission of the Final Product: Continuity of Operations Plan as described in the original application.
3. The Final Product(s) must contain an acknowledgment of CDBG funding on the cover of the document.
4. A public hearing must be conducted in front of the governing body to notify the public of accomplishments funded by the grant and for acceptance by the governing body.
5. If the Final Product has not been received within ninety (90) days after termination of the Grant Agreement, CDBG will disencumber all remaining grant funds, including the final ten percent (10%).

Upon review and approval of the Final Product(s) by CDBG whereby CDBG releases the final 10 percent (10%) of the grant funding DMH will release any withheld earned fees as reflected in the above fee schedule to Fairchild Consulting.

EXHIBIT C

CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME:_____ Contract No. _____

GENERAL INFORMATION:

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

CONSULTANT ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

EXHIBIT D

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____
PRINTED NAME:_____POSITION:_____

When completed, this form must be maintained on file by CONSULTANT in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

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

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of _____ _____, (hereafter "Consultant") that all of its officers, employees, agents and/or Sub-Consultants are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or Sub-Consultants which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or Sub-Consultants otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Consultant or any of its officers, employees, agents and/or Sub-Consultants exclusion or suspension under federally funded health care programs, or

- Any suspension or exclusionary action taken by an agency of the federal or state government against Consultant, or one or more of its officers, employees, agents and/or Sub-Consultants, barring it or its officers, employees, agents and/or Sub-Consultants from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____

Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

HOA.955063.1

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is fourteen days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

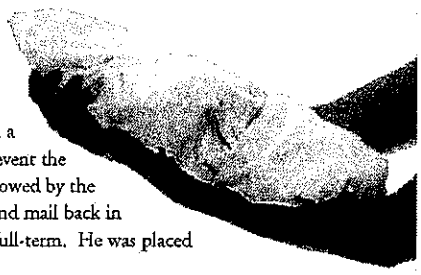
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

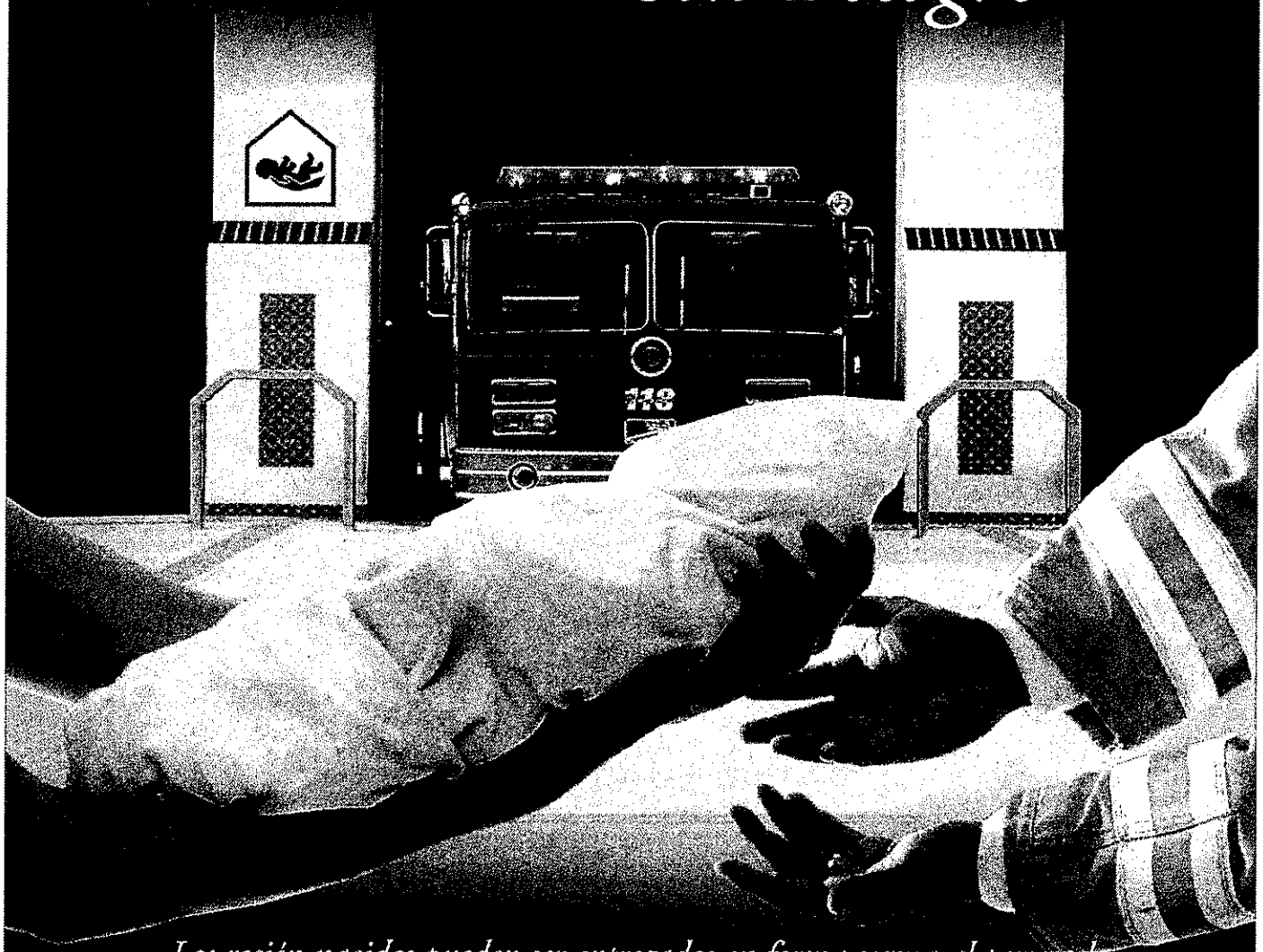
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

HOA.955063.1

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

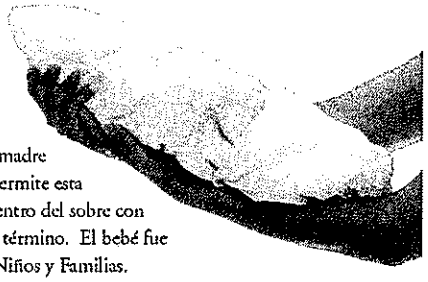
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

Consultant Agreement (Exhibit H updated 3-27-07)