LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

June 10, 2014

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 June 10, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL TO ENTER INTO AN AFFILIATION AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR FISCAL YEARS 2014-15 THROUGH 2018-19 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to enter into a revised Affiliation Agreement with The Regents of the University of California for the provision of Academic Services related to mental health throughout Los Angeles County.

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 Affiliation Agreement (Agreement), substantially similar to Attachment A, with The Regents of the University of California (The Regents), effective July 1, 2014 through June 30, 2015, with four (4) one-year automatic renewal periods, for the provision of Academic Services. The Total Contract Amount (TCA) for FY 2014-15 will be $649,724.

2. Authorize the Department of Mental Health (DMH) to expend funds, as part of the Agreement, to co-host and conduct the 11th Annual Statewide Integrated Care Conference to be held in October 2014, and annually for the term of the Agreement. For FY 2014-15 the total cost will be $100,000.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to this Agreement, as necessary, and establish as a new Total Contract Amount (TCA)

the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to the contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the last Board-approved TCA; 2) any such increase will be used to provide additional services, including additional training and education services, or to reflect program and/or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or his designee, is obtained prior to any such amendments; 5) County and Contractor may, by written Amendment, mutually agree to reduce programs or services and revise the applicable TCA; and 6) the Director of Mental Health notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each new amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to continue its long-standing affiliation with University of California at Los Angeles (UCLA), by authorizing DMH to enter into an Affiliation Agreement for a new term with revised provisions for the provision of Academic Services, which includes Graduate Medical Education Service and Other Academic Training Services. This new Affiliation Agreement will replace the current agreement which expires on June 30, 2014.

Graduate Medical Education (GME) Service:

GME Service includes residency training and clinical services provided by UCLA at DMH program sites. GME Service provides a unique opportunity for UCLA residents and fellows to receive training in a complex public mental health system, and, in turn, helps ensure the availability of highly skilled clinicians in the future. UCLA places over 30 psychiatry residents and child and adolescent psychiatry fellows (trainees) in DMH programs, where, as part of their training, they provide direct clinical services to mental health clients; these clinical services are billable, thus generating revenue for the Department. DMH staff provide the clinical supervision for the trainees and UCLA faculty provide the academic supervision and teaching for the trainees.

Other Academic Training Services (OATS):

OATS are training and education services provided by UCLA to DMH staff and others to improve clinical skills related to providing mental health treatment. Through its long-standing affiliation with the Department, UCLA has developed a deep understanding of Los Angeles County’s mental health system. This gives it the ability to provide customized trainings that meet the unique needs of DMH staff and its client population. Under the OATS provisions of the Affiliation Agreement, UCLA will provide training and education to DMH directly operated and contractor staff to strengthen DMH’s ability to deliver services to individuals comprising of underserved populations in Los Angeles County, and services consistent with the State Mental Health Services Act (MHSA). Specific deliverables will be developed for each of the customized trainings, and amended into the agreement.

Additionally, UCLA will coordinate and organize the DMH and UCLA jointly sponsored Annual Statewide Integrated Care Conferences that will reinforce best practices and competencies gained through OATS. The conferences include a curriculum that represents all age groups (i.e. children, transition age youth, adults, and older adults), and the MHSA Innovations focal populations. The conference attracts professionals from all over the nation, and attendees include DMH and contractor employees; mental health, primary care, and substance abuse professionals; and

consumers and family members. Registration fees will be discounted for 300 DMH employees and waived for 20 consumers and/or family members.

Administrative Services:

UCLA will provide administrative services which include oversight of the provision of all services under the Agreement, personnel management, oversee financial processes, and general UCLA training program coordination and supervision. In addition, UCLA will assign representatives to participate in a Joint Mental Health Operations Committee, where UCLA staff and DMH staff will meet quarterly for the following purpose: strategic planning, approval of the scope of GME service, approval of additional OATS, resolving conflicts or disputes, and development of outcome measures to evaluate the effectiveness of services provided under the Affiliation Agreement.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

Academic Services will be fully funded with Sales Tax Realignment funds, Medi-Cal and State MHSA revenue. The TCA for this Agreement is $649,724 for FY 2014-15 and is included in DMH's Final Adopted Budget. Funding for future fiscal years will be requested in DMH's annual budget request.

There is no net County cost associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH's existing Affiliation Agreement with The Regents will expire on June 30, 2014, but the need for its unique and specialized services throughout Los Angeles County remains. To address concerns related to the operation of the prior Affiliation Agreement, the Affiliation Agreement format has been substantially revised over the course of the last year. It now includes only academic related services and has clear requirements and principles of accountability for UCLA with regard to these services and clear restrictions on the parties' ability to expand the scope of services provided. Under the Agreement, services may only be provided by UCLA faculty, UCLA employees, and UCLA trainees. OATS are restricted to those services where UCLA has exceptional expertise, or a particular ability as a result of its specialized understanding of DMH Programs or its patient population.

The new Affiliation Agreement excludes two previously included services. The Training, Intervention, Education, Services (TIES) for Adoption program that provides specialty mental health services at a clinic based site has been removed from the Affiliation Agreement. DMH will present to your Board for approval a Legal Entity Agreement with The Regents of the University of California for the TIES for Adoption program.

The Graduate Medical Education Services through Harbor–UCLA (H-UCLA) Medical Center, which funds academic teaching and supervision by H-UCLA Medical Center Faculty of Department of Health Services (DHS) psychiatric residents and fellows who provide mental health services to DMH clients, has also been removed. DMH has working on a Memorandum of Understanding with DHS to pay DHS for H-UCLA MC Faculty graduate medical teaching services. DHS will present to your Board for approval an Amendment to the DHS Medical School Affiliation Agreement that will shift these services to the DHS MSAA.

The Agreement includes changes to certain County standard terms and provisions to accommodate UCLA's status as a public entity and the unique relationship of the parties, including the County's standard insurance provisions and Health Insurance Portability and Accountability Act Business Associate provision. Many of the standard County requirements, including those on Exclusion from Federal Healthcare Programs, and Non-Discrimination were made applicable to the County, as well as UCLA. Additionally, the Agreement includes mutual indemnification. The Agreement format includes provisions recently mandated by your Board include Security and Background Investigations, Air or Water Pollution Requirements, Time off for Voting, and CARD.

The attached Agreement format has been approved as to form by County Counsel. The CEO has been advised of the proposed actions. DMH will supervise and monitor adherence to the Agreement's provisions and that DMH Policies are being followed.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts requirements, DMH notified your Board on May 28, 2014, (Attachment B), identifying the need for requesting a percentage increase exceeding ten percent that has been reviewed by the Chief Executive Officer.

CONTRACTING PROCESS

The first formal Affiliation Agreement was established in 2001 to create a framework for one of the long-standing reciprocal relationships that DMH has developed with local academic institutions over the years. UCLA and DMH have partnered closely since 1978 to enhance the provision of mental health services to DMH clients, to develop innovative mental health programs, to provide training to DMH employees, and to jointly sponsor and coordinate other activities that improve the mental health and well-being of the community. These activities over the decades have been governed through an Affiliation Agreement.

The purpose of this Affiliation Agreement is to accomplish the shared goals of transferring state-of-the-art treatment strategies from academia to the community and to provide training for psychiatry residents and fellows. Because this Agreement is a replacement of the current expiring Agreement between DMH and The Regents and the services are specific to the University (i.e. UCLA trainees and faculty), the Department did not advertise this Agreement on the Los Angeles County Online Web Site. Additionally given the unique nature and scope of the services provided by UCLA under this Agreement, as well as the historic relationship between DMH and UCLA, the Department determined it was not feasible to competitively bid this contract.

Further, these services are not subject to the provisions of County Code Chapter 2.121, Contracting With Private Business (Proposition A). The Regents of the University of California is a corporation established under the Constitution of the State of California and is charged with the duty under Section 9 of Article IX of the Constitution of the State of California to administer the University as a public trust, and has been characterized by the courts to be a branch of State government.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed action will allow the Department to continue providing sites for

medical teaching and an avenue for The Regents to train departmental staff. Placing UCLA trainees in directly operated sites improves access to care for the community, increases the volume of consumers served, and provides revenue to the Department. In addition academic services contribute to successful recruitment and retention of well-trained psychiatrists with public mental health experience. This Agreement strengthens DMH's ability to deliver care consistent with MHSA goals and augments the skills of clinical staff thereby improving treatment outcomes, decreasing adverse events, and increasing client satisfaction.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:RS:MM:RK:co
h

Enclosures

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

COUNTY OF LOS ANGELES

DEPARTMENT OF MENTAL HEALTH

AFFILIATION AGREEMENT

CONTRACTOR/UNIVERSITY

The Regents of the University of California

MH010106
Contract Number

MH010089
Reference Number

Business Address:
760 Westwood Plaza, Rm. B7-357

All
Supervisorial Districts

Los Angeles, CA 90024-5055

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TABLE OF CONTENTS

PARAGRAPH		PAGE
1.0	**DEFINITIONS**	1
2.0	**TERM**	3
	2.1 INITIAL PERIOD	3
	2.2 AUTOMATIC RENEWAL PERIODS	3
3.0	**ACADEMIC SERVICES**	3
4.0	**GME SERVICES**	4
	4.1. EXTEND AND SCOPE OF GME SERVICES; SCHEDULES	4
	4.2. OBLIGATIONS OF UCLA RELATED TO GME SERVICES	4
	4.3. OBLIGATIONS OF DMH FOR GME SERVICES	6
5.0.	**OTHER ACADEMIC TRAINING SERVICES ("OATS")**	8
	5.1 DEFENITION OF OATS	8
	5.2 SCOPE OF OATS	9
	5.3 INCLUDING OATS IN THE AGREEMENT	9
6.0	**ADMINISTRATION OF ACADEMIC SERVICES**	10
	6.1 DMH ADMINISTRATOR	10
	6.2 UCLA ADMINISTRATOR	10
	6.3 JOINT MENTAL HEALTH OPERATIONS COMMITTEE (JMHOC)	10
	6.4 PERSONNEL MATTERS	11
7.0	**PAYMENT FOR SERVICES**	12
	7.1 GME SERVICES	12
	7.2 ADMINISTRATIVE SERVICES	13
	7.3 OATS	13
	7.4 TIMING OF INVOICES	14
	7.5 INVOICE PACKAGE CONTENT	14
	7.6 PAYMENT DUE	15
	7.7 DISPUTED INVOICES.	15
	7.8 NO THIRD PARTY BILLING	16
8.0	**RECORDS AND AUDITS**	16
	8.1 MAINTENANCE OF RECORDS.	16
	8.2 MEDICAL RECORDS OWNERSHIP.	16
	8.3 ACCESS TO RECORDS	16
	8.4 REPORTS OF OUTSIDE AUDITS	18
	8.5 ACCREDITATION RELATED MATERIALS	18
	8.6 AUDIT/COMPLIANCE REVIEW	18
9.0	**CONFIDENTIALITY; HIPAA**	20
10.0	**INSURANCE**	21
	10.1 INSURANCE COVERAGE BY UNIVERSITY	21
	10.2 SELF-INSURANCE	22
	10.3 INSURANCE COVERAGE BY DMH FOR ACADEMIC AND MEDICAL TEACHING SERVICE	23
	10.4 LIABILITY	23
	10.5 WORKERS' COMPENSATION	24
	10.6 SELF-INSURANCE	24
	10.7 PRIVACY AND CYBER NETWORK SECURITY LIABILITY	24
11.0	**INDEMNIFICATION**	25
	11.1 DMH's INDEMNIFICATION	25

11.2 UCLA's INDEMNIFICATION 26
PARAGRAPH PAGE
11.3 NOTICE AND COOPERATION 27
12.0 TERMINATION 28
12.1 TERMINIATION WITHOUT CAUSE 28
12.2 TERMINATION FOR CAUSE 28
12.4 EFFECT OF LOSS OF ACCREDITATION 29
12.5 EFFECTS OF TERMINATION 30
12.6 SURVIVAL 30
13.0 ADDITIONAL PROVISIONS 30
13.1 NOTICES 30
13.2 NONDISCRIMINATION IN SERVICES 31
13.3 NONDISCRIMINATION IN EMPLOYMENT 32
13.4 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE 33
13.5 UCLA PERFORMANCE DURING DISASTER OR CIVIL UNREST 33
13.6 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES 34
13.7 UNLAWFUL SOLICITATION 34
13.8 CONFLICT OF INTEREST 34
13.9 COVENANT AGAINST CONTINGENT FEES 35
13.10 DELEGATION AND ASSIGMENT 35
13.11 COMPLIANCE WITH APPLICABLE LAW 36
13.12 AUTHORIZATION REPRESENTATION 36
13.13 FAIR LABOR STANDARDS 37
13.14 EMPLOYMENT ELIGIBILITY VERIFICATION 37
13.15 RESTRICTIONS ON LOBBYING 37
13.16 COUNTY LOBBYISTS 37
13.17 CHILD SUPPORT COMPLIANCE PROGRAM 37
13.18 MERGER AND INTEGRATION PROVISION 39
13.19 SEVERABILITY 39
13.20 NO THIRD PARTY BENEFICIARIES 39
13.21 WAIVER 39
13.22 INTERRUPTION OF SERVICE 40
13.23 SECTION REFERENCES 40
13.24 COUNTY OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS 40
13.25 PATIENTS'/CLIENTS' RIGHTS 40
13.26 REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS 41
13.27 CERTIFICATION OF DRUG-FREE WORKPLACE 42
13.28 GOVERNING LAW, JURISDICTION, AND VENUE 42
13.29 CAPTIONS AND SECTION HEADINGS 42
13.30 ALTERATIONS OF TERMS 42
13.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 43
13.32 USE OF RECYCLED-CONTENT PRODUCTS 43
13.33 COMPLIANCE WITH JURY SERVICE PROGRAM 43
13.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDRED BABY LAW 45

13.35 UCLA'S ACKNOLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 45

PARAGRAPH PAGE

13.36 NO EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 45
13.37 CONTRACTOR RESPONSIBILITY AND DEBARMENT 47
13.38 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) 49
13.39 UCLA's CHARITABLE ACTIVITIES COMPLIANCE 50
13.40 IMPROPER CONSIDERATION 50
13.41 TERMINATION 50
14.0 CONTRACTOR ALERT REPORTING DATABASE (CARD) 50

ATTACHMENTS

ATTACHMENT I BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")
ATTACHMENT II SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
ATTACHMENT III ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
ATTACHMENT IV CHARITABLE CONTRIBUTIONS CERTIFICATION

AFFILIATION AGREEMENT

THIS MASTER AFFILIATION AGREEMENT is made and entered into this _____ ___ day of _____, 2014, by and between the County of Los Angeles ("County") on behalf of its Department of Mental Health ("DMH"), and The Regents of the University of California, on behalf of the University of California Los Angeles ("UCLA" or "Contractor"). DMH and UCLA may be individually referred to as a "Party" or collectively as "the Parties."

Whereas, DMH is committed to the ongoing development of effective systems of care that use state-of-the-art concepts, technologies, and skills, all focused upon the needs of the communities it serves. DMH is also committed to providing sites for medical teaching that will help ensure availability of highly skilled clinical staff in the future. Accessing services from academic institutions that share these values assists DMH in realizing these commitments; and

Whereas, UCLA operates a medical school and conducts graduate medical education programs for resident physicians and fellows and desires access to facilities in which these trainees can obtain broader clinical learning experiences; and

Whereas, UCLA recognizes that one of its missions preparing its graduates for distinguished careers in medicine, furthering understanding of complex human behavior, and fostering an environment that integrates education and research with exemplary patient care demand extensive community-based experience; and

Whereas, UCLA, through it Department of Psychiatry and Biobehavioral Sciences, has considerable expertise in operating physician post graduate medical education programs in psychiatry and in training personnel on state-of-the-art concepts, technologies, and skills in the treatment of mental illness; and

Whereas, this Agreement is founded upon the belief that a continued affiliation between UCLA and DMH will not only benefit both parties, but also the community that both of these public institutions serve.

Now therefore, County and UCLA agree as follows:

1.0 DEFINITIONS

"Academic Services" means the Graduate Medical Services ("GME Services"), Other Academic Training Services ("OATS"), and Administrative Services to be provided by UCLA to DMH under this Agreement.

"ACGME" means the Accreditation Council on Graduate Medical Education, which is the accrediting body for graduate medical education programs, or any successor organizations.

"Administrative Services" means the administrative services to be provided by UCLA in connection with the provision of Academic Services under this Agreement as described in Section 6.1 below.

"DMH Programs" means organized systems of mental health care at specific sites directly operated by DMH and supervised by DMH employees, such as the Edmund D. Edelman Westside Mental Health Center and the Augustus F. Hawkins Mental Health Center.

"Graduate Medical Education Services" or "GME Services" means those residency training and clinical services to be provided by UCLA at DMH Program sites as described in Article 4 below.

"Including" means including but not limited to, unless otherwise specified.

"LCME" means the Liaison Committee on Medical Education, which is the accrediting body for undergraduate medical educational programs, or any successor organization.

"Medical Student" means a graduate student enrolled in a school of medicine or other health sciences, who has not completed his or her advanced degree.

"Other Academic Training Services" or "OATS" means those training and/or educational services to be provided by UCLA to DMH staff as described in Article 5 below. .

"Residents" means individuals who have completed their medical degrees, are enrolled in ACGME accredited training programs and are employed by UCLA and may include fellows.

"UCLA Faculty" means person who are members of UCLA's employed or voluntary faculty with appointments to the UCLA Department of Psychiatry and Behavioral Sciences.

"UCLA Staff" means any person providing services on behalf of UCLA under this Agreement and includes, but is not limited to Residents and UCLA Faculty.

"UCLA Training Program" means a formal program for the post-graduate education and training of physicians and surgeons, including fellows, which is accredited by the ACGME or other accrediting body.

"Voluntary DMH employees" means those individuals who are required by DMH policy to be, and have been, approved by DMH's Human Resources Bureau employees in order to provide clinical services to County clients in a DMH directly operated program. These individuals are not directly compensated by County for the provision of clinical services. Any DMH requirement for certain UCLA Staff providing services hereunder to obtain DMH Voluntary employee status is not intended to, nor will it, affect any UCLA Faculty member's faculty appointment or employment status or a Resident's UCLA employment status.

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2.0 TERM

2.1 Initial Period

The initial period of this Agreement will commence on **July 1, 2014**, and the Agreement will continue in full force and effect through **June 30, 2015**.

2.2 Automatic Renewal Periods

After the Initial Period, and after each Automatic Renewal Period, this Agreement will be automatically renewed without further action by the parties hereto unless either Party desires to terminate this Agreement at the end of such period and gives written notice to the other Party not less than one hundred and twenty days (120) days prior to the end of the first Initial Period.

2.2.1 First Automatic Renewal Period

If this Agreement is automatically renewed, the First Automatic Renewal Period will commence on **July 1, 2015**, and the Agreement will continue in full force and effect through **June 30, 2016**.

2.2.2 Second Automatic Renewal Period

If this Agreement is automatically renewed, the Second Automatic Renewal Period will commence on **July 1, 2016**, and the Agreement will continue in full force and effect through **June 30, 2017**.

2.2.3 Third Automatic Renewal Period

If this Agreement is automatically renewed, the Third Automatic Renewal Period will commence on **July 1, 2017**, and the Agreement will continue in full force and effect through **June 30, 2018**.

2.2.4 Fourth Automatic Renewal Period

If this Agreement is automatically renewed, the Fourth Automatic Renewal Period will commence on **July 1, 2018**, and the Agreement will continue in full force and effect until **June 30, 2019**.

3.0 ACADEMIC SERVICES

UCLA will provide, and DMH will support Academic Services pursuant to the terms of this Agreement. Academic Services have three components: Graduate Medical Education Services ("GME Services"), described in Article 4 below, Other Academic Training Services ("OATS"), described in Article 5 below, and Administration of Academic Services, described in Article 6 below.

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4.0 GME SERVICES

4.1 Extent and Scope of GME Services; Schedules

4.1.1 UCLA will propose schedules defining the level and extent of GME Services to be provided in each participating DMH Program. The proposed schedules will set forth the services to be provided, broken into specific sessions, and include a description of the personnel involved, and the service location, time and nature of each session. The sessions may vary in length and the precise length of each session need not be specified in advance. Each DMH Program will review and revise the applicable proposed schedule as necessary, in collaboration with UCLA.

4.1.2 Final schedules, reflecting the level and extent of GME Services at each DMH Program for the upcoming academic year will be reviewed and approved annually by the Joint Mental Health Operations Committee described in Section 6.3 below.

4.2 Obligations of UCLA Related to GME Services

4.2.1 Residents: Qualifications and Services

1. Personnel

a. UCLA will assign to DMH Programs, a sufficient number of Residents to provide the required GME Services established by the parties pursuant to Section 4.1 above. UCLA will not assign or utilize any Resident whom DMH, in its reasonable discretion, asks to be removed or excluded from providing services under this Agreement.

b. All Residents providing services under this Agreement will be UCLA employees and UCLA will be solely responsible for compensating (including any benefits, pensions, and employment related taxes) Residents for services provided at DMH.

c. Residents must qualify and become DMH Voluntary Employees for purposes of providing services under this Agreement, and must cooperate with DMH's processes for achieving this status. The Parties acknowledge and agree that this DMH requirement to obtain DMH Voluntary

employee status is not intended to, nor will it, affect any UCLA Resident's University employment status.

2. Resident Services. Residents will:

   a. provide clinical care in DMH Programs and appropriately document the same in the medical record and, at DMH's instruction, such other records as would be necessary or convenient to allow DMH to bill for the residents' services and support such bills;

   b. receive experience with DMH's patient population;

   c. receive academic instruction from UCLA Faculty; and

   d. to the extent reasonably requested by DMH, participate in DMH quality improvement programs.

3. All services by Residents under this Agreement will be provided in accordance with the policies and procedures of the DMH Program in which they are rendered.

4.2.2 UCLA Facility: Qualification and Services

1. Personnel

   a. UCLA will assign a sufficient number of UCLA Faculty to provide the scope of GME Services established under Section 4.1 of this Agreement. UCLA will not utilize any Faculty which DMH asks to be removed or excluded from providing services under this Agreement.

   b. UCLA will be solely responsible for compensating (including benefits, pensions and employment related taxes), if appropriate, UCLA Faculty for services provided under this Agreement.

   c. UCLA Faculty will become DMH Voluntary Employees, and must cooperate with DMH's processes for achieving this status. The Parties acknowledge and agree that this DMH requirement to obtain DMH Voluntary employee status is not intended to, nor will it, affect any UCLA Faculty member's University employment or faculty appointment status.

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2. UCLA Faculty Services, UCLA Faculty will:

a. provide Academic Supervision and teaching of Residents sufficient to assure (1) that Residents are able to develop the clinical skills needed to render high quality patient care and to pass their boards and (2) the ACGME continues to accredit the training programs. "Academic Supervision" includes but is not limited to the following types of tasks: lectures; tutorials, discussion groups, case coordination and one-on-one instruction of Residents. All such services will be provided at DMH sites, except as otherwise agreed in advance by the Parties;

b. document their services, including where appropriate or necessary, make entries in the DMH Program's medical or other records;

c. assure that the UCLA Training Programs operated at DMH are, and remain, accredited by the ACGME, any appropriate specialty board or other applicable accreditation bodies, and, in conjunction with DMH, provide such other administrative services as are necessary to maintain the DMH Programs as ACGME accredited training sites; and

d. when requested by DMH, participate in DMH quality improvement programs.

3. While present at the DMH Program sites, UCLA Faculty will comply with the policies and procedures of the DMH Programs.

4.3 Obligations of DMH for GME Services

4.3.1 Space: DMH will provide space at DMH Program sites for both Residents and UCLA Faculty to provide GME Services. DMH will further provide appropriate security services to protect UCLA Staff at its DMH Program sites and sufficient supplies to allow UCLA Faculty and Residents to perform their obligations related to GME services under this Agreement.

4.3.2 Operation of the DMH Programs: DMH will manage the daily operation of the DMH Programs, including assuring that the programs have adequate qualified clinical staff, equipment, supplies and administrative support to

maintain a high quality teaching environment which meets the relevant requirements of the ACGME.

4.3.3 Clinical Supervision: DMH will provide clinical supervision of the Residents which will be designed to assure that patients receive appropriate and high quality care. Persons providing such clinical supervision will be licensed and have such other qualifications as are required by the ACGME for accreditation of the residency programs.

4.3.4 DMH Supervisors: DMH will assign to each Resident or UCLA Faculty member an appropriate DMH staff person to act as his/her supervisor for purposes related to DMH client care.

4.3.5 Maintenance of Medical Records: DMH will maintain for each DMH Program a system of medical records which meet the requirements of law, and any accrediting organization or payor, as applicable. To the extent permitted by law, DMH will give UCLA Staff such access to these medical records or other electronic records systems as will allow such staff to provide services under this Agreement.

4.3.6 Policies and Procedures: DMH will maintain policies and procedures related to the operation of the DMH Programs and will make those policies and procedures available to UCLA Faculty and Residents.

a. DMH will include UCLA staff in trainings on such policies and procedures, as appropriate.

b. DMH will provide orientation to UCLA Faculty and Residents when they first arrive at a DMH Program, which is similar to what is provided to new DMH employees. As part of such orientation, DMH will make available training to UCLA Faculty and Residents on DMH's policies and procedures related to infection control and responses to on-the-job injuries in accordance with applicable laws and regulations and ACGME requirements.

4.4 DMH will cooperate with UCLA to maintain the ACGME accreditation of UCLA's Training Programs and DMH Programs.

4.5 Medical Students' Participation in GME Services

4.5.1 With the approval of DMH, UCLA may rotate medical students to DMH Programs and have them observe and participate, as appropriate, in the

clinical care and in the academic training provided by UCLA at the DMH Program site.

4.5.2 UCLA will assure that all Medical Students are adequately supervised, and that any training activities that take place are in accordance with the requirements of the David Geffen School of Medicine at UCLA, or the LCME, as applicable.

4.5.3 All Medical Students will comply with DMH Policies and Procedures while at DMH Program sites, or performing services in connection with such programs.

4.5.4 DMH is not responsible for paying for any GME Services which are intended **primarily or exclusively** for the education or training of Medical Students.

5.0 OTHER ACADEMIC TRAINING SERVICES ("OATS")

5.1 Definition of OATS

OATS are defined as those training and educational services to be provided by UCLA for improving the clinical skills related to providing mental health treatment of DMH employees and contractors, including skills related to stigma reduction, and treatment for co-occurring substance use disorders. Types of OATS include, but are not limited to, lectures, conferences, tutorials, case review and the development of training materials. They may also include academic clinical consultation in specific, complex cases.

5.1.1 OATS include only those services that UCLA is particularly well qualified to provide as a result of (a) exceptional academic expertise in the subject area, or (b) its particular ability to provide the training to DMH staff and contractors as a result of its specialized understanding of DMH Programs or its patient population.

5.1.2 OATS include those services or activities which are necessary to support the delivery of OATS, including preparing to provide, and evaluating the OATS. UCLA will also provide clerical and technical support for OATS provided hereunder, unless otherwise designated in an Addendum.

5.1.3 OATS may be provided to DMH employees and DMH contractors providing clinical services in DMH directly operated or contracted programs, including physicians, psychologists, other licensed professions and paraprofessionals, as well as to service recipients and family members.

5.2 Scope of OATS

The specific OATS that are to be provided will be set forth in one or more written, formal addenda to this Agreement. Such addenda may only include services which meet all of the requirements contained in Section 5.1.

5.2.1 Such addenda will specify the precise training or education services to be provided, the deliverables to be produced, the UCLA personnel to be used, the timing of the provision of services and the amount to be paid.

5.2.2 OATS may only be provided by staff employed by UCLA, or persons who have been appointed to the faculty of UCLA, whether in the Department of Psychiatry and Biobehavioral Sciences or in any other Department or School operated by UCLA. UCLA will be responsible for paying all compensation (including benefits, pensions and employment related taxes), if any, to the individuals providing OATS hereunder.

5.2.3 UCLA will not utilize any personnel to provide OATS whom DMH, in its reasonable discretion, asks to be removed or excluded from providing any services under this Agreement.

5.2.4 Unless otherwise specified in the addendum that authorizes the specific OATS, DMH will provide UCLA Staff with adequate space and general support for the provision of OATS. Any other specific obligations of DMH will be set forth in the addendum that authorizes the specific OATS.

5.2.5 While present at the DMH Program, UCLA Staff providing OATS will comply with the DMH policies and procedures that DMH determines to be applicable as further described in the applicable OATS addendum.

5.3 Including OATS in the Agreement

Notwithstanding any other provision of this Agreement, an addendum adding new OATS may be included in the Agreement with the written consent of UCLA and DMH Director or designee, except where the maximum amount in the Agreement must be increased by more than the amount allowed in the Board of Supervisors' delegation to the Director, to pay for the additional services. Any addendum adding OATS which requires an increase in the maximum contract amount above the amount allowed in the Board of Supervisor's delegation to the Director must be approved by the County Board of Supervisors to be effective.

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6.0 ADMINISTRATION OF ACADEMIC SERVICES

6.1 DMH Administrator

The DMH will designate a DMH Administrator who shall be responsible for monitoring and overseeing the Academic Services provided under this Agreement. In addition, DMH Program Managers will have responsibility for the local administration of services provided in each DMH Program site.

6.2 UCLA Administrator

UCLA will designate a UCLA Administrator who will be responsible for overseeing UCLA's provision of Academic Services hereunder. The UCLA Administrator will provide a variety of administrative services including, but not limited to, general oversight of UCLA's performance and the provision of services under this Agreement, personnel management, approval of invoices, and general UCLA training program supervision.

6.2.1 DMH will pay UCLA a distinct fee of Seventy-Thousand ($70,000) Dollars for these general administrative services. Such amount will be paid in 12 equal increments, after UCLA submits an invoice in accordance with Section 7.2 below.

6.3 Joint Mental Health Operations Committee (JMHOC)

6.3.1 Composition: The JMHOC will be composed of the UCLA Administrator assigned to the Agreement, the DMH Administrator assigned to the Agreement, and such other personnel as they might appoint. The committee will have an equal number of members from UCLA and from DMH.

6.3.2 Duties

1. Strategic Planning: The JMHOC will determine the general goals of the GME Services and OATS. It is the Parties' intention that the goals provide benefit to both DMH and UCLA.
2. Approving the Scope of GME Services: The JMHOC will annually approve the schedules reflecting the scope and extent of GME Services developed by the parties pursuant to Section 4.1 above. UCLA and the DMH Programs may mutually agree to modify the time or location of GME services without further approval from the JMHOC but may not modify the quantity of such services, including the number of Residents participating, without approval.

3. Approve the Addition of OATS: Before an OATS is added to this Agreement, the JMHOC will review the purpose and scope of the proposed services to determine their appropriateness and consistency with the goals established during the strategic planning process. A specific OATS addendum may only be added to the Agreement after approval by the JMHOC, which can be given at an ad hoc meeting called especially for that purpose.

4. Resolving Conflict: Disputes related to the provision of Academic Services will be addressed by the JMHOC in an attempt to resolve them collaboratively.

5. Evaluations: JMHOC may develop outcome measures to evaluate the effectiveness of the GME Services or OATS provided under this Agreement. If outcome date is compiled, the JMHOC will assure that such outcome data is periodically evaluated, and used to improve the quality of the Academic Services provided under this Agreement.

6.3.3 The JMHOC will meet at least quarterly, and may meet more frequently at the request of either the UCLA Administrator or the DMH Administrator if necessitated by workload. Ad hoc meetings to discuss modifications to the scope of Academic Services may occur telephonically. The JMHOC may act in the absence of a quorum provided at least one representative from each Party is represented.

6.4 Personnel Matters

6.4.1 UCLA will provide DMH with a list of the UCLA employees providing services under the Agreement at the beginning of term of the Agreement, and will, at least quarterly, inform DMH of any changes to these personnel, including the addition or deletion of any individual.

6.4.2 DMH will provide Residents and UCLA Faculty providing GME Services with first aid and emergency treatment at an appropriate facility, including immediate evaluation for risk of infection and appropriate follow up care in the event of a needle stick injury or other inappropriate exposure to blood or bodily fluids or airborne contaminants. DMH will be responsible for initial care and administration of testing and prophylactic therapy. The Parties

will mutually agree on responsibility for the costs of subsequent care of Residents or UCLA Faculty.

6.4.3 No personnel used in connection with the Agreement will be excluded or suspended from participation in Medicare, Medi-Cal or any federal health care program. To the extent any individual who provides services under this agreement becomes excluded or suspended from Medicare, Medi-Cal or any other federal health care program, they will immediate stop providing services in connection with the Agreement.

6.4.4 UCLA will notify DMH prior to using any individual to provide Academic Services who has, during the prior twelve (12) months, been a County employee, including County retirees. Such use must comply with state and local law, and county policy regarding the use of former County employees as contracted staff.

6.4.5 UCLA will be responsible for disciplining UCLA employees, consistent with its existing policies and procedures. DMH may request that UCLA take disciplinary action against an employee who violates DMH policies and procedures, or whose behavior in connection with providing services under the Agreement appears to warrant discipline. UCLA will consider such requests in good faith, provided however, UCLA will have the sole authority and discretion for disciplining its employees.

6.4.6 To the extent permitted by law, UCLA will inform DMH of any disciplinary action taken against a UCLA employee providing services under the Agreement, whether by UCLA's medical staff or UCLA as an employer.

6.4.7 To the extent permitted by law, DMH will inform UCLA of any disciplinary actions taken by DMH against a person who is a DMH employee and a member of UCLA Faculty, whether by DMH's medical staff or by DMH as an employer.

7.0 Payment for Services

7.1 GME Services

DMH will pay for GME Services on a per session basis, based on the actual time spent during each session at the following rates:

UCLA Faculty services:	For Sessions lasting between 2 and 4 hours:	**$400**
	For Sessions lasting between 5 minutes and 1 hour and 59 minutes:	**$200**

Resident Services: For Sessions lasting between 5 minutes and 4 hours: **$200**

The rate for each session includes payment for support services and time spent by UCLA Staff who are not UCLA Faculty or Residents must not be considered when assigning the per session rate. The Maximum Compensation Amount for GME Services for **FY 2014-15** is **TWO HUNDRED EIGHTY TWO THOUSAND ONE HUNDRED EIGHTEEN ($282,118)** Dollars. The Maximum Compensation Amount for GME Services for **FY 2015-16** is **TWO HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED EIGHTY NINE ($282,689)** Dollars. The Maximum Compensation Amount for GME Services for **FY 2016-17** is **TWO HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED EIGHTY NINE ($282,689)** Dollars. The Maximum Compensation Amount for GME Services for **FY 2017-18** is **TWO HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED EIGHTY NINE ($282,689)** Dollars. The Maximum Compensation Amount for GME Services for **FY 2018-19** is **TWO HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED EIGHTY NINE ($282,689)** Dollars.

7.2 Administrative Services

DMH will pay UCLA for Administrative Services as set forth in Section 6 above at the rate of Seventy-Thousand ($70,000) Dollars per year. UCLA will invoice and DMH will pay 1/12 of such amount each month, irrespective of the level of Administrative Services provided during such month.

7.3 OATS

DMH will pay for OATS using the payment methodology and rates set forth in the Addendum which describes such services. The Maximum Compensation Amount for OATS for **FY 2014-15** is **TWO HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED SIX ($297,606)** Dollars. The Maximum Compensation Amount for OATS for **FY 2015-16** is **TWO HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED NINETY ($268,190)** Dollars. The Maximum Compensation Amount for OATS for **FY 2016-17** is **TWO HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED NINETY ($268,190)** Dollars. The Maximum Compensation Amount for OATS for **FY 2017-18** is **TWO HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED NINETY ($268,190)** Dollars. The Maximum Compensation Amount

for OATS for **FY 2018-19** is **TWO HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED NINETY ($268,190)** Dollars.

7.4 Timing of Invoices

7.4.1 UCLA will invoice DMH for GME Services within sixty (60) days after the end of the month of service.

7.4.2 UCLA will invoice DMH for each deliverable designed in an

7.4.3 OATS addendum within sixty (60) days after the end of the month in which the service deliverable is completed, or on such other basis as may be specified in the addendum adding the service to the Agreement.

7.4.4 UCLA will invoice DMH each month for the Administrative Services, consistent with Section 7.2 above.

7.5 Invoice Package Content

7.5.1 UCLA shall submit, as its claim for payment, a monthly invoice package which covers both GME Services and OATS.

7.5.2 For GME Services each invoice package must include:

1. A Monthly Claim & Certification form that includes the date of each session, the amount of time spent and the name of the individual providing the service. It must also include certification from the DMH Program Manager of the relevant DMH Program verifying that the Monthly Claim & Certification form is accurate and payable.
2. To prepare such forms, UCLA must submit to the DMH Program Manager the Monthly Claim & Certification form no later than the tenth (10) business day of the month following the month in which services were provided. The DMH Program Manager or designee must either certify or return to UCLA with any additional instructions, all Monthly Claim & Certification forms submitted by UCLA for approval, within ten (10) business days of receipt from UCLA.
3. DMH will provide the language for the certification forms and may unilaterally modify the forms.

7.5.3 For OATS:

1. UCLA will submit separate monthly documentation for each OATS. Such documentation must specify the deliverable(s) completed, the date it was completed, and the amount owed, and include such

supporting documentation as is specified in the addendum which includes the service. Each invoice will include a certification by UCLA attesting to the accuracy of the invoice.

7.5.4 2. Prior to payment, each invoice for OATS must be certified by the DMH Program Manager or designee that the OATS have been delivered to DMH as specified in the relevant addendum. The DMH Program Manager or designee must either certify, or return to UCLA with any additional instructions, all invoices submitted by UCLA for approval within ten (10) business days of receipt from UCLA.Submission of the Invoice Package Invoices will be submitted to:

Los Angeles County Department of Mental Health,
Office of the Medical Director,
550 South Vermont Avenue, 10th Floor,
Los Angeles, CA 90020

DMH may modify the location to which invoices are submitted by advanced written notice to UCLA.

7.5.5 Incomplete Invoices: Invoices which do not include any required information, or either of the required certifications will be returned to UCLA within ten (10) business days of receipt by DMH, unpaid and must be resubmitted by UCLA with the required information within ten (10) business days.

7.6 Payment Due

DMH will pay complete, accurate and appropriately certified invoices within forty-five (45) days of receipt from UCLA. In the event of a dispute regarding only a portion of any invoice, DMH will pay UCLA all undisputed amounts within forty-five (45) days, and will notify UCLA of the disputed amount.

7.7 Disputed Invoices

Upon UCLA's receipt of a disputed invoice notice from DMH, the Parties shall attempt, in good faith, to promptly resolve the dispute. The Parties will use their best efforts to arrange in-person meetings and/or telephone conferences as needed, between relevant staff for the Parties at the appropriate management levels of the Parties, at mutually convenient times and places. If the Parties are

unable to resolve any such disputes within sixty (60) days of UCLA's receipt of a disputed invoice, the matter shall be referred to the JMHOC for resolution.

7.8 No Third Party Billing

UCLA will not bill either the State or any patient/client for services provided under this Agreement, irrespective of whether DMH has paid for such service. However, nothing in this section will preclude UCLA from claiming from Medicare, direct or indirect graduate medical education reimbursement, to the extent permitted by federal law.

8.0 RECORDS AND AUDITS

8.1 Maintenance of Records

Each Party will collect and maintain accurate information and records, in accordance with good business practices, on the nature and scope of its operations under this Agreement. In addition, UCLA will maintain accurate and complete records of all services performed under this Agreement in such form and manner as DMH may from time to time direct, to satisfy payment requirements of DMH's various governmental and private third-party payers.

8.1.1 UCLA will retain all records pertaining to this Agreement for a minimum of five (5) years following the end of the initial or renewal term in which service was rendered; provided that, if DMH notifies UCLA of an ongoing audit or appeal of an audit finding, UCLA will retain all such records until County notifies UCLA that retention is no longer required.

8.2 Medical Records Ownership

All medical records, whether on paper or electronic and other records created at DMH Programs by UCLA Staff pursuant to this Agreement will be and remain the property of DMH.

8.3 Access to Records.

8.3.1 UCLA's Access: UCLA and UCLA Staff will be entitled to inspect and/or obtain copies of DMH medical records, charts, billing or financial records, minutes or reports of peer review or quality assurance committee meetings or reports relating to any Academic Service provided pursuant to this Agreement consistent with applicable laws and regulations. Such inspection and or copying will occur during the normal business hours of the location where the records are kept, and after reasonable notice unless earlier access is required by law. However, nothing in this section will

require DMH to disclose any peer review-protected documents that are privileged under California Evidence Code Section 1157, any records subject to the attorney-client privilege, the attorney work product privilege, or any other judicially recognized privilege, or are protected from such disclosure under any federal, state or local law.

8.3.2 Federal or State Access at UCLA's Request: At UCLA's request, DMH will allow any federal or state representative, or the representative of any accrediting organization to inspect and/or copy at UCLA's expense, any document to which UCLA had a right to inspect or copy pursuant to subsection 8.3.1 above, unless such access is precluded by law.

8.3.3 DMH's Access: During the record retention period specified in subsection 8.1.1 above, UCLA will allow DMH, representatives of other County departments, including but not limited to the Auditor-Controller, or any representative of the federal or state government to inspect and/or copy of any and all records maintained by UCLA which relate to this Agreement. However, nothing in this section will require UCLA to disclose any peer review-protected documents which are privileged under California Evidence Code Section 1157, any records subject to the attorney-client privilege or the attorney work product privilege, or any other judicially recognized privilege or are protected from such disclosure under any federal, state or local law. Such inspection and or copying will occur during the normal business hours of the location where the records are kept, and after reasonable notice, unless earlier access is required by law.

8.3.4 Federal Access to Records: Without limiting the scope of subsection 8.3.3 above, if, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 United States Code section 1395x(v)(1)(I)] is applicable, UCLA agrees that for a period of five (5) years following the furnishing of services under this Agreement, UCLA will maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents and records of UCLA which are necessary to verify the nature and extent of the cost of services provided under this Agreement. In the event that such request for access is made by any representative of the

federal government, UCLA will notify DMH in writing within five (5) business days of receipt of such request.

8.4 Reports of Outside Audits

In the event that any private third-party payer, federal or state representative conducts an audit of UCLA which directly concerns or has a material effect on any of the services provided under this Agreement, UCLA will file a copy of any final audit report prepared by such representative with County's Auditor-Controller within thirty (30) days of its receipt of such final audit report to the extent permitted by applicable state or federal law or regulations.

8.5 Accreditation Related Materials

In the event that any UCLA Training Program that is conducted in whole or in part at DMH Program sites receives a probationary accreditation status from the ACGME or medical specialty board or accrediting organization, UCLA will provide DMH with all material information regarding the deficiencies cited by such accreditation body, UCLA's plan for ending DMH's probationary accreditation status, and regular reports on UCLA's progress toward such end.

8.6 Audit/Compliance Review

During the term of this Agreement or within five (5) years after services are furnished, authorized representatives of County may conduct one or more audits regarding UCLA's compliance with the terms of this Agreement. Subject to applicable laws and regulations, UCLA will cooperate fully with County representatives conducting such audit. UCLA will provide reasonable access to such representatives as required by Section 8.3.3 above. UCLA will allow photocopies to be made of these documents using UCLA's photocopier, for which DMH will reimburse UCLA promptly for its customary charge for record copying services, if requested. Information obtained through an audit/compliance review will be subject to the confidentiality requirement of Section

8.6.1 DMH will provide UCLA with at least ten (10) working days' prior written notice of any audit/compliance review.

8.6.2 The audit/compliance review will be conducted in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the results will be discussed with UCLA. UCLA's representatives will be provided with a copy of any written evaluation reports in a timely manner.

8.6.3 UCLA will have the opportunity to review County's audit/ compliance review findings, and UCLA will have thirty (30) days after receipt of County's audit/compliance review findings to submit documentation to County to resolve any audit exceptions. For any audit exceptions related a sample which are not resolved to County's reasonable satisfaction following this thirty (30) day period, County may apply the exception rate found in the sample only to those claims/services which were in the universe from which the sample was drawn, except where UCLA agrees to a broader extrapolation. If UCLA chooses to appeal County's application of an audit exception rate under this subsection, including but not limited to the appropriateness of the sample size, accounting principles, or methodology employed by the County, UCLA will submit documentation for review by DMH Director within thirty (30) days of application of the exception rate.

8.6.4 Audit Settlements: Nothing in this Agreement will restrict the right of DMH to pursue any claims for repayment based on the results of an audit/compliance review conducted under this Section 8.6. In the event any third party reimbursement to DMH, whether by Medicare, Medi-Cal, Medi-Cal/Short Doyle, private or other payers, is denied or reduced due to UCLA's failure to provide the documentation required to be maintained under this Agreement, UCLA shall indemnify DMH for such losses, but only to the extent such losses were caused by UCLA's failure to provide the required documentation is denied or reduced solely due to UCLA's failure to provide non-clinical documentation or support required under this Agreement, UCLA shall indemnify DMH for such losses. Such losses include denial or reduction with respect to individual claims, cost report disallowances, or others.

8.7 Failure of either Party to comply with the provisions of this section will constitute a material breach of this Agreement. If such breach is not remedied within ninety (90) days following receipt of written notice from the non-breaching Party, then it will become an Event of Termination for Cause pursuant to Section 12.2.

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9.0 Confidentiality; Health Insurance Portability and Accountability Act

9.1 The Parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including but not limited to, the California Confidentiality of Medical Records Information Act, codified at Section 56.1 of the California Civil Code, California Evidence Code Sections 1156 and 1157, the California Welfare and Institutions Code Sections 5328 through 5330, and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

9.2 Each Party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information. Each Party agrees to comply with such obligations.

9.3 Notwithstanding Section 9.2 above, UCLA Staff, when providing services at DMH Program sites will comply with DMH's policies and procedures related to confidential information, including those concerning compliance with HIPAA.

9.4 Business Associate Agreement: DMH and UCLA acknowledge and agree that UCLA may be providing services to DMH constitute a Business Associate relationship as defined by the Health Insurance Portability and Accountability Act of 1996 and 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (collectively "HIPAA"). As such, UCLA agrees to the terms of the Business Associate Addendum, which is Attachment I to this Agreement.

9.5 California Public Records Act: The Parties acknowledge that they are both agencies subject to the California Public Records Act as set forth at California Government Code Section 6250 et seq. (PRA). As such, nothing in this Agreement shall prevent a Party from disclosing any Confidential Information to a third party as may be required by law, regulation, or court order, provided, however, that written notice to the other Party has been given in advance of such disclosure to enable the other Party to seek protection from such disclosure. The Parties further agree that medical records are generally exempt from disclosure

under the PRA, and the parties will also be governed by the provisions contained in Sections 9.1 through 9.4 when responding to a PRA for medical records.

10.0 INSURANCE

10.1 Insurance Coverage by University

Without limiting University's indemnification of DMH and during the term of this Agreement, University shall provide and maintain at its own expense the following programs of self-insurance. Certificate(s) or other evidence of self-insurance shall be delivered to DMH prior to UCLA commencing services under this Agreement and shall specifically identify this Agreement. Failure of University to maintain the required insurance shall constitute an Event of Immediate Termination (as defined in section 12.0) upon which DMH may immediately terminate or suspend this Agreement.

10.1.1 Liability

The following programs of self-insurance shall be endorsed naming the County of Los Angeles as an additional covered party and shall include:

a) General Liability self-insurance covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than $1,000,000.00 per occurrence. If written with an annual aggregate limit, the policy limit should be two (2) times the above required occurrence limit. If written on a claims made form, University shall be required to provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

b) Comprehensive Auto Liability self-insurance endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than $1,000,000.00 per occurrence.

10.1.2 Worker's Compensation

University shall maintain Workers' Compensation self-insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a $1,000,000.00 limit, covering all persons that University is legally required to cover.

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10.1.3 Unique Insurance Coverage

10.1.3.1 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 an $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 acts of abuse, molestation, harassment, mistreatment of a sexual nature.

10.1.3.2 Professional Liability/Errors and Omissions

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

10.1.3.3 Property Coverage

Contractors 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 Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

10.2 Self-Insurance

The University agrees to provide DMH with the following:

a) A formal declaration to be self-insured for the type and amount of coverage indicated. This will be in the form of a certificate of self-insurance. University must notify DMH immediately of discontinuation or substantial change in the program.

b) Agreement to notify DMH immediately of any claim, judgment, settlement, award, verdict or change in University's financial condition which would have a significant negative effect on the protection that the self-insurance program provides DMH.

c) Name, address and telephone number of University's legal counsel and claims representative, respectively, for the self-insurance program.

10.3 Insurance Coverage by DMH for Academic and Medical Teaching Services

Without limiting DMH's indemnification of University and during the term of this Agreement, DMH shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to University and primary to and not contributory with any other insurance maintained by University. Certificate(s) or other evidence of coverage shall be delivered to University prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that University is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance. Failure of DMH to procure and maintain the required insurance shall constitute an Event of Immediate Termination (as defined in section 12.0) upon which University may immediately terminate or suspend this Agreement.

10.4 Liability

The following programs of insurance shall be endorsed naming the University as an additional insured and shall include:

a) General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than $1,000,000.00 per occurrence. If written with an annual aggregate limit, the policy limit should be two (2) times the above required occurrence limit. If written on a claims made form, DMH shall be required to provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

b) Comprehensive Auto Liability insurance endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than $1,000,000.00 per occurrence.

c) Hospital and professional liability insurance covering liability from any error, omission or negligent act of DMH, its officers, employees or agents, or University

Personnel and University Housestaff providing services under this Agreement, with a limit of liability of at least $1,000,000.00 per claim.

10.5 Workers' Compensation

DMH shall maintain Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a $1,000,000.00 limit, covering all persons that DMH is legally required to cover.

10.6 Self-Insurance

University will consider a self-insured program or self-insured retention as an alternative to commercial insurance from upon review and approval of the following:

a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be in the form of a resolution of DMH's governing body or a certified statement from a DMH officer. DMH must notify University immediately of discontinuation or substantial change in the program.

b) Agreement to provide University at least the same defense of suits and payment of claims as would be provided by first dollar commercial insurance.

c) Agreement to notify University immediately of any claim, judgment, settlement, award, verdict or change in DMH's financial condition which would have a significant negative effect on the protection that the self-insurance program provides University.

d) Name, address and telephone number of DMH's legal counsel and claims representative, respectively, for the self-insurance program.

e) Financial statement that gives evidence of DMH's capability to respond to claims falling within the self-insured retention or self-insured program. Re-submission is required at least annually for the duration of this Agreement or more frequently at University's request. Failure to comply will result in withdrawal of University approval.

The proposed self-insurance must be approved by University prior to the start of this Agreement.

10.7 Privacy and Cyber Network Security Liability

Insurance coverage with limits of $3 million in the aggregate, providing protectioin against liability for privacy breaches resulting in the loss or disclosure of protected health information (as defined in the regulations implementing the Health Insurance Portability and Accountability Act of 1996) or other medical information (as defined

by the California of Medical Information Act.)

11.0 INDEMNIFICATION

11.1 DMH's Indemnification

To the extent permitted by law, DMH will indemnify, defend and hold harmless UCLA and its officers, employees, agents, students, fellows, volunteers, and Faculty from and against any and all losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees and costs, of every conceivable kind, character, and nature arising out of or connected with:

(a) any act or omission or alleged act or omission in the rendering of, or failure to render, health care services or treatment at a DMH Facility program by a Resident or

(b) any act or omission by DMH and its officers, employees, agents, students, fellows and volunteers who are not UCLA Faculty in connection with its obligations related to GME Services under this Agreement, and

(c) either directly or indirectly, the employment or employment practices of DMH, which includes personnel concurrently employed by UCLA and DMH, arising out of or connected with, either directly or indirectly, the provision of Academic Services;

(d) any act or omission or alleged act or omission by DMH and its officers, employees, agents, students, fellows and volunteers who are not UCLA Faculty in connection with its obligations related to OATS, or

(e). arising from any federal or State exclusion or suspension of County, DMH Program or County personnel from participation in a federally funded health care program, consistent with Section 12.36 below.

However, with respect to OATS, such indemnification obligation will only be in proportion to and to the extent any such demand, liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DMH, its officers, employees, agents, students, fellows and volunteers who are not UCLA Faculty, or stem from a violation of any applicable federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, or directives. Such indemnification obligation will not apply to punitive damages associated with employment or employment related claims. Employment practices will include any claims for sexual or other harassment or any form of discrimination or wrongful termination.

11.2 UCLA's Indemnification

To the extent permitted by law, UCLA will defend, indemnify and hold harmless DMH including its trustees, directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees and costs, arising out of or connected with:

(a) UCLA Faculty's GME Services or the actions or omissions of Medical Students or:

(b) the employment or employment practices of UCLA or Regents, which includes personnel concurrently employed by UCLA and DMH, arising out of or connected with, either directly or indirectly, the provision of Academic Services; or

(c) any act or omission or alleged act or omission by UCLA Faculty and Staff, the Regents, and their officers, employees, or agents in connection with its obligations related to OATS.

However, such indemnification obligation will only be in proportion to and to the extent any such demand, liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA Faculty and Staff, the Regents, and their officers, employees, or agents. Such indemnification obligation will not apply to punitive damages associated with employment or employment related claims. Employment practices will include any claims for sexual or other harassment or any form of discrimination or wrongful termination.

Notwithstanding any of the forgoing obligations, UCLA shall also indemnify and hold harmless DMH, including its trustees, directors, officers, employees and agents from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees: (a) arising from or related to any violation on the part of UCLA, its officers, employees, or agents, of any applicable federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, or directives, including but not limited to its obligation related to the employment of aliens and the Federal Fair Labor Standards Act, consistent with its obligations under Sections 12.11, 12.13 and 12.14; or (b).arising from any federal or State exclusion or suspension of UCLA or UCLA Staff from participation in a federally funded health care program, consistent with Section 12.36 below.

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11.3 Notice and Cooperation

a. Each Party will give prompt notice to the other Party of any action or claim to which this indemnification applies and the Party seeking indemnification, and its officers, employees, agents, students, fellows, volunteers and Faculty will fully cooperate with the other Party in any defense, settlement or other disposition of such claim or action. The Party providing the indemnification will retain full authority to settle such claims for such amounts and in such circumstances as it determines to be in its best interests.

b. In any civil action or claim in which the Party seeking indemnity is both named as a defendant and punitive damages are alleged against it, the Party seeking indemnity may elect, at its sole expense, to retain counsel to defend itself against the allegations of punitive damages. Notwithstanding this right, the Party providing the indemnification will retain full and sole authority to settle such claims, and direct all litigation from responding to the complaint or claim through any trial on the merits including acting as first chair in trial. At its sole discretion and expense, the Party seeking indemnification will have the right to appeal any judgment awarding punitive damages against it.

c. Notwithstanding the above subsections a. and b., in no event will the Party providing indemnification make any admission of fault, or guilt, or liability on the part of the Party seeking indemnification without the prior written approval of the Party seeking indemnification.

11.4 No Requirement to Defend or Indemnify with Regard to Administrative Proceedings: Neither DMH nor UCLA will be obligated to provide for the defense of any administrative or criminal proceeding brought against any current or former employee of UCLA, any current or former employee of DMH, or any employee concurrently or formerly employed by both DMH and UCLA. Neither DMH nor UCLA will be obligated to indemnify any current or former employee of UCLA, any current or former employee of DMH, or any employee concurrently or formerly employed by both County and UCLA with regard to costs and expenses associated with such defense. For purposes of this paragraph, "administrative proceeding" will include proceedings before the Medical Board of California.

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12.0 TERMINIATION

12.1 Termination without Cause

This Agreement may be terminated by either party at any time without cause by giving at least one hundred and twenty (120) calendar days' prior written notice to the other party. Any termination of this Agreement by the DMH pursuant to this section 12.1 shall be approved by the Board of Supervisors.

12.2 Termination for Cause

12.2.1. Immediate Termination of the Entire Agreement. Either party may immediately terminate this Agreement upon the giving of notice if any of the following events ("Event of Termination for Cause") occur:

a. Insolvency, which shall be demonstrated by any of the following facts or circumstances:

(1) The Party has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the party is insolvent within the meaning of the Federal Bankruptcy Code;

(2) The Party has filed a voluntary or involuntary petition under the Federal Bankruptcy Code;

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

(4) The Party has executed a general assignment for the benefit of creditors.

b. Any other Event of Termination for Cause specified in this Agreement. Such other Events of Termination for Cause, include but are not limited to, breach of section 13.5 (UCLA's Performance During Disaster or Civil Unrest) section 13.3 (Nondiscrimination in Employment), section 13.16 (County Lobbyist), section 13.40 (Improper Consideration), section 13.17 (Child Support Compliance), section 13.31 (No Exclusion from Participation in a Federally Funded Program), or section 10.0 (Insurance).

12.2.1 Termination with Opportunity to Cure: A non-breaching party may terminate the Agreement upon at least ninety (90) days' advance written

notice unless the breaching party corrects the breach to the reasonable satisfaction of the non-breaching party within such ninety (90) day period, or such longer period of time as the non-breaching party may specify in its notice or later in any writing. In such notice, the non-breaching party shall describe the breach with sufficient particularity to allow the non-breaching party to understand the nature of the breach.

12.3 The rights and remedies of any Party provided in this Section 12 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12.4 Effect of Loss of Accreditation

12.4.1. If any of the following events ("Loss Event") occurs in one or more of the UCLA Training Programs operating at a DMH Program site, then UCLA shall cease providing GME Services related to such training program(s), and DMH's obligations relating to such training program(s) shall cease, except its obligation to pay for services which were rendered prior to the effect date of cessation of the GME Services related to such training program(s):

a. The UCLA Training Program(s) covering residents who rotate to DMH sites as part of GME Services loses accreditation by the ACGME; or

b. The ACGME refuses, whether through removal of accreditation or through other means, to allow the DMH Program or site where UCLA provides GME Services to be used as a training site.

The Parties recognize that, to adequately support of the remaining GME Services, certain UCLA Faculty related to a UCLA Training Program or site that has lost ACGME accreditation may need to be retained.

12.4.2. If one or more Loss Events occur so that no Training Program covering residents who rotate to DMH sites as part of GME Services has ACGME accreditation, or no DMH Program or Site where UCLA provides GME Services may be used as a training site, this Agreement shall immediately terminate on the same date as the last Training Program loses it ACGME accreditation or the last DMH Program or site loses its ability to be used as a training site.

12.5 Effects Of Termination

11.5.1. DMH shall pay UCLA for Academic Services rendered up to the effective date of any termination, subject to the terms and conditions of this Agreement.

11.5.2. Cooperation. In the event either Party terminates this Agreement, whether or not for causes the Parties shall jointly develop and implement a plan for disaffiliation that provides for the continuation of quality patient care and medical education programs and recognizes the limits of available resources.

12.6 Survival

The following sections of this Agreement shall survive its termination and/or expiration: Section 4.3.5 (Maintenance of Medical Records); Section 6.4.5 (Disciplining Employee); Section 7 (Payment for Services); Section 8 (Records and Audits); Section 9 (Confidentiality); Section 11 (Indemnification); Section 13.21 (Waiver); 13.26 (Reporting Patient/Client Abuse and Related Personnel Requirements); 13.28 (Governing Law, Jurisdiction, and Venues); 10.0 (Insurance).

13.0 ADDITIONAL PROVISIONS

These additional provisions in this Section 12 will apply to both Academic Services and OATS, except where otherwise specifically provided.

13.1 Notices

Unless otherwise specified in this Agreement, any notice, document, or other communication given or made hereunder will be in writing and will be deemed given upon (a) hand delivery or (b) deposit of the same in the United States registered or certified mail, first-class postage and fee prepaid, and correctly addressed to the Party for whom it is intended at the following addresses:

If to DMH:

Marvin J. Southard, D.S.W.
Director of Mental Health
County of Los Angeles Department of Mental Health
550 South Vermont Avenue, 12th Floor
Los Angeles, California 90020

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With a copy to:

Office of the County of Los Angeles Counsel
500 West Temple Street
Los Angeles, California 90012

If to UCLA:

Thomas Strouse, M.D.
Medical Director, Professor of Psychiatry
David Geffen School of Medicine at UCLA, Department of Psychiatry/Semel Institute
757 Westwood Plaza, Room 4230B
P.O. Box 957463
Los Angeles, CA 90095-7463

With a copy to:

Chief Counsel
UCLA Health Sciences
10920 Wilshire Blvd., Suite 420
Los Angeles, CA 90024

or at such other place or places as may from time to time be specified in a notice similarly given. Each Party will at all times keep the other Party notified of its current address and will promptly notify the other Party of any change of address.

13.2 Nondiscrimination in Services

Neither Party will discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, or physical or mental disability, in accordance with requirements of federal and state law and County policy. Each Party will use reasonable efforts to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, or physical or mental disability.

13.2.1 Complaint Procedures

UCLA will establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from UCLA of a complaint with respect to any alleged discrimination in the rendering of services by UCLA's personnel. Such procedures will also include a provision whereby any such person, who is

dissatisfied with UCLA's resolution of the matter, will be referred by UCLA to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures will also indicate that if such person is not satisfied with DMH's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

13.3 Nondiscrimination in Employment

13.3.1 Nondiscrimination

Parties certify and agree that their policy is that all persons employed by the Party are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical or mental disability, or political affiliation in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

13.3.2 Employment Status

Parties will make every effort to ensure that it employs qualified applicants, and treats employees during employment, without regard to race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical or mental disability, or political affiliation; nor will the parties discriminate against such applicants or employees because of such characteristics. Parties must be in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action will include the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.3.3 Vendors

The Parties will not discriminate against any subcontractor, bidder, or vendor on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical or mental disability, or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as

they now exist or may hereafter be amended.

13.3.4 Verification

To the extent permitted by law, each Party will allow representatives of the other Party access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the other Party. Prior to any such inspection, A Party receiving such a request may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may enter into the possession of the other Party during such an inspection, the inspecting Party hereby promises to protect same from disclosure to third parties.

13.3.5 Breach

A Party's violation of any provisions under this section in connection with its performance of this Agreement will constitute an Event of Termination for Cause (as defined in Section 12.2); provided that determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that a Party has violated State or Federal anti-discrimination laws or regulations will constitute an Event of Immediate Termination (as defined in section 12.2).

13.4 Staff Performance While Under the Influence

UCLA will use its reasonable efforts to ensure that none of its personnel will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his or her physical or mental performance.

13.5 UCLA Performance During Disaster or Civil Unrest

UCLA recognizes that health care facilities maintained by DMH, including shelters and relief facilities operated by DMH during a disaster, provide care essential to the population of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, UCLA will makes its best efforts to continue to provide services at DMH Facilities and, if requested to do so by Director, will also make its best efforts to provide services at DMH-operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such

performance remains physically possible and does not subject UCLA employees, agents and representatives to unreasonable threat to personal safety. . Parties will work together to develop a plan for the provision of services in the event of a disaster or civil unrest.

13.6 Licenses, Permits, Registrations and Certificates

UCLA and DMH, respectively, will obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates as required by law for the provision of their respective services hereunder. UCLA will require that all its personnel, including all its independent contractors, who perform services hereunder will obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of all such licenses, permits, registrations and certifications as required by law will be made available to DMH or UCLA, respectively, upon request.

13.7 Unlawful Solicitation

UCLA will inform and require all of its officers, employees and agents, including all its independent contractors, providing services hereunder to acknowledge in writing their understanding of an agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the Business and Professions Code of the State of California (that is, the State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and will make reasonable efforts to ensure that there is no violation of said provisions by its officers, employees, agents and independent contractors. UCLA agrees that if a patient requests assistance in obtaining the services of any attorney, it will make reasonable efforts to refer the patient to the attorney referral services of all those bar associations within the County of Los Angeles or the appropriate County agency that have such a service.

A copy of such written notice and acknowledgement will be retained by UCLA for purposes of inspection and audit and made available to DMH upon written request.

13.8 Conflict of Interest

No DMH officer or employee whose position in DMH enables him or her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee will be knowingly employed in any capacity by UCLA herein, or have any other direct or indirect financial interest in this

Agreement.

No officer, employee, agent, or independent contractor of UCLA who may financially benefit from the provision of services hereunder will in any way participate in DMH's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence DMH's approval or ongoing evaluation of such services.

Each Party will comply with all applicable conflict of interest laws now in effect or hereafter to be enacted during the term of this Agreement. Each Party represents that it is not now aware of any facts that create a conflict of interest. If a Party hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it will immediately make a full written disclosure of such facts to the other Party. Full written disclosure will include identification of all persons involved and a complete description of all relevant circumstances.

13.9 Covenant Against Contingent Fees

13.9.1 Covenant

UCLA represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any 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 UCLA for the purpose of securing business.

13.9.2 Remedy

Breach or violation of this representation will constitute an Event of Termination for Cause (as defined in Section 12.2). In addition to the remedies provided in Section 12.2, DMH in its sole discretion will be permitted to deduct from payments made under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

13.10 Delegation and Assignment

A. Neither Party may assign its rights or delegate its duties under this Agreement, or both, whether in whole nor in part, without the prior written consent of the other Party, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this paragraph, DMH consent will require a written amendment to this

Agreement, which is formally approved and executed by the parties. Any payments by DMH to any approved delegate or assignee on any claim under this Agreement will be deductible, at DMH's sole discretion, against the claims which UCLA may have against DMH.

B. Any assumption, assignment, delegation, or takeover of any of a Party's duties, responsibilities, obligations, or performance of same by any entity other than the Party, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the other Party's express prior written approval, will be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, the non-breaching Party will be entitled to pursue the same remedies against the other Party as it could pursue in the event of default by the other Party.

13.11 Compliance with Applicable Law

A. Each Party will 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. UCLA will be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Agreement with the County.

C. Each Party will 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. Each Party agrees to notify the other Party of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to that Party, whether civil or criminal initiated against the Party, 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 Agreement.

13.12 Authorization Representation

Both Parties hereby represent that the person executing this Agreement on behalf of such Party is an authorized agent who has actual authority to bind that Party to

each and every term, condition, and obligation set forth in this Agreement and that all requirements of such Party have been fulfilled to provide such actual authority.

13.13 Fair Labor Standards

Each Party will comply with all applicable provisions of the Federal Fair Labor Standards Act. .

13.14 Employment Eligibility Verification

Each Party warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and UCLA warrants that the temporary personnel whom it refers to DMH Facilities hereunder, including all independent contractor personnel performing services hereunder, meet the citizenship or alien status requirements contained in Federal statutes and regulations. Each Party will obtain, from all of its personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Each Party will retain such documentation for all such personnel for the period prescribed by law.

13.15 Restrictions on Lobbying

If any Federal monies are to be used to pay for UCLA's services under this Agreement, UCLA will comply with all certifications and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and will ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

13.16 County Lobbyists

UCLA and each County lobbyist or County lobbying firm, as defined in the County of Los Angeles Code section 2.160.010, retained by UCLA, will fully comply with the County's Lobbyist Ordinance, County of Los Angeles Code Chapter 2.160. Failure on the part of UCLA or any County lobbyist or County lobbying firm retained by UCLA to fully comply with the County Lobbyist Ordinance will constitute an Event of Immediate Termination (as set forth in section 12.2).

13.17 Child Support Compliance Program

13.17.1 UCLA's Acknowledgement of County's Commitment to Child Support Enforcement

UCLA acknowledges that the County places a high priority on the

enforcement of child support laws and the apprehension of child support evaders. UCLA understands that it is DMH's policy to encourage all DMH Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the UCLA's place of business. The County's Child Support Services Department will supply the UCLA with the poster to be used.

13.17.2 UCLA's Warranty of Adherence to County's Child Support Compliance Program

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the UCLA's duty under this Agreement to comply with all applicable provisions of law, UCLA warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.17.3 Certification

As of July 1, 2014, and every three (3) years thereafter, UCLA will submit to County's Child Support Services Department a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (a) the POI Form has been appropriately completed and provided to the County's Child Support Services Department with respect to UCLA; (b) UCLA has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees;

and (c) UCLA has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification will be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference. Failure of UCLA to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the Child Support Services Department) to the Child Support Services Department will constitute an Event of Termination for Cause pursuant to Section 7.4.

13.18 Merger and Integration Provision

All exhibits, attachments and addenda to this Agreement are incorporated herein. This Agreement fully expresses all understandings of Parties concerning all matters covered and will constitute the entire Agreement of the Parties, superseding any prior agreements between the Parties regarding its subject matter. No addition to or alteration of the terms of this Agreement, whether by written or oral understanding of the Parties, their officers, agents or employees, will 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.

13.19 Severability

If any provision of this Agreement, including all the exhibits, attachments and addenda hereto, or the application thereof to any person or circumstance, is held to be illegal or invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances will not be affected, except as otherwise provided in this paragraph. If such invalidation has the effect of materially altering the obligations of either Party, then the Parties will diligently seek to amend the Agreement to restore the prior balance of obligations. If the Parties are unable to agree on such amendment within forty-five (45) days following notice of the invalidation, then the impaired Party may deem the invalidation an Event of Termination for Cause under Section 12.2 without fault or breach by either Party.

13.20 No Third Party Beneficiaries

None of the provisions of this Agreement are or will be construed as for the benefit of or enforceable by any person not a Party to this Agreement.

13.21 Waiver

No waiver, expressed or implied, of any breach of this Agreement, will constitute a

waiver of any right under this Agreement or of any subsequent breach, whether of a similar or dissimilar nature. All of the rights or remedies permitted or available to a Party under this Agreement, or at law or in equity, will be cumulative and not alternative, and the exercise of any right or remedy will not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

13.22 Interruption of Service

Either Party will be excused from any delay or failure in performance hereunder caused by reasons of any occurrence or contingency beyond its reasonable control, including acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the other Party so excused will be extended on a day-to-day basis for the duration of such excusable interruption. In the event the interruption of a Party's services continues for a period in excess of thirty (30) days, then upon ten (10) days' notice the other Party may deem the interruption an Event of Immediate Termination (as set forth in Section 12.2), without fault of or breach by either Party.

13.23 Section References

Throughout this Agreement, each section includes any subsection.

13.24 County Obligation for Current and Future Fiscal Years Notwithstanding any other provision of this Agreement, this Agreement will 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 will not be obligated for UCLA'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 will terminate as of June 30th of the last Fiscal Year for which funds were appropriated.

13.25 Patients'/Clients' Rights

Each Party will comply with all applicable patients'/clients' rights provisions, including, but not limited to, California Welfare and Institutions Code Sections 5325 et seq., California Code of Regulations, Title 9, Sections 850 et seq., and California Code of Regulations Title 22. Further, UCLA will comply with all patients'/clients' rights policies provided by DMH. DMH Patients' Rights Advocates will be given access by UCLA to all patients/clients, patients'/clients' records in UCLA's possession, and

UCLA's personnel in order to monitor UCLA's compliance with all applicable statutes, regulations, manuals and policies.

13.26 Reporting of Patient/Client Abuse and Related Personnel Requirements

13.26.1 Elders and Dependent Adults Abuse

UCLA, and all persons employed or subcontracted by UCLA, will comply with California Welfare and Institutions Code Sections 15630 et seq., and will report all known or suspected instances of physical abuse of elders and dependent adults under the care of UCLA either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by California Welfare and Institutions Code Sections 15630, 15631 and 15632. UCLA, and all persons employed or subcontracted by UCLA, will make the report on such abuse, and will submit all required information, in accordance with California Welfare and Institutions Code Sections 15630, 15633 and 15633.5.

13.26.2 Minor Children Abuse

UCLA and all persons employed or subcontracted by UCLA, will comply with California Penal Code Sections 11164 et seq., and will report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.8 and 11166. UCLA, and all persons employed or subcontracted by UCLA, will make the report on such abuse, and will submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

13.26.3 UCLA Staff

UCLA will assure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, will sign a statement on a form provided by UCLA in accordance with the above Code sections to the effect that such person has knowledge of, and will comply with, these code sections.

UCLA will assure that clerical and other non-treatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

For the safety and welfare of elders, dependent adults, and minor children, UCLA will, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and will not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

UCLA will not employ or continue to employ, or will take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom UCLA knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by UCLA.

13.27 Certification of Drug-Free Workplace

UCLA certifies and agrees that UCLA and its employees will comply with DMH's policy of maintaining a drug-free work place. UCLA and its employees will not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of UCLA's facilities or work sites or DMH's facilities or work sites. If UCLA or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then UCLA, within five (5) days thereafter, will notify Director in writing.

13.28 Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. UCLA 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 will be exclusively in the County of Los Angeles, California. Further, this Agreement will be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of DMH under its agreement with the State.

13.29 Captions and Section Headings

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and will not be used in construing this Agreement.

13.30 Alteration of Terms

No addition to, or alteration of, the terms of the body of this Agreement, whether by

written or oral understanding of the parties, their officers, employees or agents, will be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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 will be prepared and executed by UCLA and by the Director of Mental Health.

13.31 Notice to Employees Regarding the Federal Earned Income Credit

UCLA will notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice will be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

13.32 Use of Recycled-Content Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the UCLA agrees to use recycled-content paper to the maximum extent possible when providing Academic Services under this Agreement.

13.33 Compliance with Jury Service Program

13.33.1 Jury Service Program

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

13.33.2 Written Employee Jury Service Policy

Unless UCLA has demonstrated to the DMH's satisfaction either that UCLA is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that UCLA qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), UCLA will have and adhere to a written policy that provides that its Employees will receive from the UCLA, 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 UCLA or that the UCLA deduct from the Employee's regular pay the fees received for jury service.

For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of UCLA. "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) UCLA 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 UCLA uses any subcontractor to perform services for the County under the Agreement, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract Agreement and a copy of the Jury Service Program will be attached to the Agreement.

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

UCLA'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 UCLA from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

13.34 Notice to Employees Regarding the Safely Surrendered Baby Law

UCLA will notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

13.35 UCLA's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

UCLA acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. UCLA understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at UCLA's place of business. UCLA will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply UCLA with the poster to be used.

13.36 No Exclusion From Participation in a Federally Funded Program

13.36.1 Each Party hereby represents 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 a Party will notify the other Party within 30 calendar days in writing of: (1) any event that would require the Party 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 or State governments against the Party 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. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

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 the Inspector General (OIG), and State officials have the discretion not to exclude.

The mandatory bases for federal 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 healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a healthcare profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to 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.

13.36.2 UCLA will provide the certification set forth in Attachment III (Attestation Regarding Federally Funded Program) as part of its obligation under this Section 13.36.

13.36.3 UCLA will also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties

associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information with three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

Failure by UCLA to meet the requirements of this Section 13.36 will constitute a material breach of Agreement upon which DMH may immediately terminate or suspend this Agreement.

13.37 Contractor Responsibility and Debarment

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

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

B. UCLA is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of UCLA on this or other Agreements which indicates that UCLA is not responsible, the County may, in addition to other remedies provided in the Agreement, debar UCLA 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 Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor 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 Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3)

committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor 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 Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred

for a period longer than five 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 Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

J. These terms will also apply to subcontractors of County Contractors.

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

UCLA 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, UCLA 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, UCLA certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. UCLA will immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of UCLA to comply with this provision will constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

13.39 UCLA's Charitable Activities Compliance

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

13.40 Improper Consideration

13.40.1 UCLA 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.

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

13.41 Termination

County may, by providing written notice at least thirty (30) days in advance to UCLA, terminate UCLA's right to proceed under this Agreement if it is found that consideration, in any form, was offered or given by UCLA, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of the agreement or the making of any determinations with respect to UCLA's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against UCLA as it could pursue in the event of default by UCLA.

14.0 Contractor Alert Reporting Database (CARD)

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

option. The Parties agree that prior to making any CARD report adverse to Contractor, the issue(s) giving rise to the potential report must have been discussed by the Parties during a JMHOC meeting.

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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 Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

The Regents of the University of California
CONTRACTOR

By _____

Name Thomas Strouse, M.D.

Title Vice Chair, Clinical Affairs
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

Addendum A

Other Academic Training Services

A1 INTRODUCTION **2**

A2 DESCRIPTION OF SERVICES **2**

A2.1 Other Academic Trainings Services 2
A2.1.a COD System-Wdie Training Program 3
A2.1.b Training and Consulation on Assessment & Treatment of Older Adults 3
A2.1.c Annual Integrated Care Conference 4
A2.1.d Faculty Consultation 4
A2.1.e Additional Training Projects 4

A3 FINANCIAL PROVISIONS **6**

A3.1.a COD System-Wide Training Program 6
A3.1.b Training and Consulation on Assessment & Treatment of Older Adults 6
A3.1.c Annual Statewide Integrated Care Conference 7
A3.1.d Faculty Consultation 7
A3.2 TCA for Addendum A 7
A3.3 Payment Procedures 8

A1 INTRODUCTION

UCLA and DMH agree that this Addendum A shall be adopted under Section 3.0 ("Academic Services") of the Agreement of July 1st, 2014, between UCLA and DMH. UCLA and DMH further agree that this Addendum A shall be subject to all of the provisions of the Agreement governing Academic Services.

A2 DESCRIPTION OF SERVICES

A2.1 Other Academic Training Services (OATS)

UCLA shall provide training and educational activities consistent with the Mental Health Services Act (MHSA) for DMH staff, trainees, family members, and peers that will strengthen DMH's ability to deliver services to underserved populations in Los Angeles County.

Special focus will be on:

- Delivering services to older adults, and individuals with co-occurring (mental health, physical health and substance use) diagnoses,
- Stigma reduction, and
- The unique needs of at-risk populations including women, young adults, veterans, minorities, and persons involved in the justice system.

In accordance with the intent of the MHSA all training and educational services shall meet one or more of the following objectives:

a. Training on specific treatment approaches, including short-term focused psychotherapy models, behavioral interventions, and trauma recovery;
b. Teaching and consultation for DMH staff on interventions geared to the needs of individuals (including those involved in the justice system) at risk of suicide and those who are engaged in health-related high risk behaviors;
c. Providing didactic training and consultation for clinical and paraprofessional staff including physicians and nurse practitioners who provide direct treatment services to older adults and their caregivers at DMH directly operated programs, contract agencies, and community partner sites.
d. Providing ongoing consultation to trained staff to enhance screening, assessment, treatment, care coordination and care management practices.
e. Developing a series of seminars, workshops and forums focused on mental health, physical health, substance abuse, cognitive impairment and other issues faced by DMH clients, including any age-group specific issues.
f. Teaching and ongoing consultation for clinical supervisors regarding evidence-based and recovery-oriented treatment approaches;
g. Developing educational materials specifically requested by DMH.

A2.1.a Co-Occurring Disorders System-Wide Training Program

In an effort to continue current transformation efforts (i.e., integration of mental health, physical health, and substance use services) toward a more co-occurring capable system of care, University shall work with DMH representatives of the specific age groups to build upon existing competencies and reinforce current screening and assessment skills, build capacity in the provision of ongoing treatment, increase management skills in the provision of COD clinical supervision, and increase competencies in the provision of COD family-involved treatment and recovery.

University shall provide an integrated COD curriculum tailored to the unique needs of TAY, adult, older adult, and MHSA Innovations focal populations and will develop new content as the system changes and/or new needs are identified to ensure that the training is responsive to DMH within the current context of healthcare reform.

A2.1.b Training and Consultation on Assessment and Treatment of Older Adults

The University shall develop and implement training and consultation for clinical and paraprofessional staff including physicians and nurse practitioners who provide direct treatment services to older adults and their caregivers at DMH directly operated programs, contract agencies, and at community partner sites. The goal is to integrate academic expertise into clinical practice. Training will focus primarily on models that promote wellness and recovery strategies for older adults with mental illness.

Special focus will be on older adults with mental illness who have co-occurring disorders such as substance abuse, cognitive impairment, and complex medical conditions. In addition, there will be a focus on screening tools, medication and Evidence Based Practices consistent with the MHSA recovery model.

The University shall provide the following services:

- Assist with identifying staff training needs relative to older adult clinical issues.
- Assist with curriculum development based on identified training needs.
- Coordinate training, education and consultation activities with DMH to develop and shape clinical programs utilizing researched evidenced-based models and best practice strategies.

- Identify UCLA faculty, with specialization and expertise in older adults with mental health diagnoses and co-morbid issues, to provide training and consultation for DMH staff.
- Identify evidenced based assessment tools and treatment modalities for use with the older adult population and make recommendations for implementation in DMH.
- Secure the required documents from trainers and submit timely to DMH for the purposes of Continuing Education Units (CEU) and Continuing Medical Education (CME).
- Purchase of training materials, payment for training sites, and the purchase of additional services and supplies that support training, as needed.

A2.1.c Annual Statewide Integrated Care Conference

University shall coordinate, organize and implement an annual Integrated Care Conference that will reinforce those best practices and competencies gained through the COD System-wide Training Project. University shall take the lead on coordinating and organizing the COD Conference by providing the following services:

- Facilitate and develop a conference curriculum, including workshop topics and an overall conference theme and focus.
- Ensure the conference curriculum represents all DMH age groups, including children, TAY, adults, and older adults, and the MHSA Innovations focal populations
- Identify and procure workshop and keynote speakers.
- Identify key community stakeholders.
- Identify volunteers and staff to assist with conference logistics.
- Secure the required CEU/CME for all applicable professional boards.
- Purchase of conference materials (e.g. bags, booklets, flyers, etc.) and payment for conference location (including food).

A2.1.d Faculty Consultation

At the request of DMH program sites, University shall assign UCLA Department of Psychiatry and Biobehavioral Sciences eligible faculty members ("University Faculty"), with specialized knowledge and expertise in specific mental health issues or with specific underserved or inappropriately served populations to provide clinical case consultation to DMH personnel.

A2.1.e Additional Training Projects

DMH may request additional training and consultation services that meet at least one of the objectives outlined in Section B2.1 above. Training

and consultation projects must receive prior approval by the Joint Mental Health Operations Committee. Each additional project must have a Statement of Work and include the following:

- A University Faculty Sponsor
- A brief description of the training project and how it meets at least one of the objectives identified in Section B2.1 above.
- Training deliverables
- A fee schedule/spending plan for all covered services that is tied to the training deliverables
- A projected start date and end date or an indication if training is ongoing.

A2.2 While present at the DMH Program, UCLA Staff providing OATS will comply with the DMH policies and procedures that are identified as Distribution Level 1.

A3 FINANCIAL PROVISIONS

A3.1.a Co-Occurring Disorders System-Wide Training

For the services described in A2.1.a COD System-Wide Training, DMH shall pay to University an amount not to exceed **$160,651** annually in accordance with the following fee schedule:

A. Curriculum and Training Development and Coordination
(at $150 per hour)
▪ Develop clinical training curriculum
▪ Research best practices strategies
▪ Identify/recruit trainers and consultants
▪ Provide education and consultation
▪ Other training related activities
B. Consultation (at $150 per hour)
C. Didactic Trainings (includes preparation time)
▪ Half-Day (4 hours) trainings: $1500
▪ Full-Day trainings: $2,000

A3.1.b Training and Consultation on Assessment and Treatment of Older Adults

For the services described in A.2.1b, DMH shall pay to University an amount not to exceed **$26,755** annually in accordance with the following fee schedule:

A. Curriculum and Training Development and Coordination
(at $150 per hour)
▪ Identify/recruit UCLA faculty to train and consultant
▪ Develop clinical training curricula
▪ Research best practice strategies
▪ Other training related activities
B. Consultation Sessions $600 per session
C. Didactic Trainings ($1000 per Seminar)

A3.1.c Annual Statewide Integrated Care Conference

For the services described in A.2.1.c, DMH shall pay to University an amount not to exceed **$100,000** annually:

A. Conference Curriculum Development and Coordination at the rate of $150 per hour
▪ Develop conference curriculum
▪ Research best practices strategies
▪ Identify/recruit trainers, educators and consultants
▪ Other training related activities
B. Coordinate Conference Logistics at the rate of $150 per hour
• Identify and secure a venue
• Coordinate planning meetings and identify key stakeholders
• Develop and provide conference materials
• Develop and monitor timelines and deadlines
• Coordinate volunteer and staffing for day of conference
• Secure CMEs and CEUs for all professional boards.
C. Provide Didactic Conference Workshops
▪ $1500 per workshop
D. Venue Expenses
• All venue expenses are reimbursed via invoice as described below.

For reimbursement of space, materials, speakers/trainers, etc, UCLA shall submit copies of paid invoices from all merchants to DMH along with the monthly invoices.

A3.1.d Faculty Consultation

For the services described in A.2.1.d, DMH shall pay to University an amount not to exceed **$10,200** annually at the rates set forth below:

- Sessions lasting between 2 and 4 hours at $400 per session.
- Sessions lasting between 5 minutes and 1 hour and 59 minutes at $200 per session.

A3.2 Total Contract Amount (TCA) for Addendum A

The TCA for Addendum A is:

	Program	Funding
A3.1.a	COD System-Wide Training Program	$160,651
A3.1.b	Training & Consultation on Treatment and Assessment of Older Adults	$26,755
A3.1.c	Annual Integrated Care Conference	$100,000
A3.1.d	Faculty Consultation	$10,200
	Total TCA for Addendum A	**$297,606**

A3.3 Payment Procedures

UCLA and DMH understand and agree that persons providing Academic Services under this Agreement are faculty members of the David Geffen School of Medicine at UCLA – Department of Psychiatry and Biobehavioral Sciences as agreed upon by DMH and UCLA Academic Administrators. The parties understand and agree that the University shall be responsible for submitting monthly invoices as described in Section 7.5 ("Invoice Content") of the Agreement. Further, the UCLA shall track, verify, and certify all claims for services provided under this Section (A2) for Academic Services provided by David Geffen School of Medicine at UCLA faculty at DMH, and subsequently submit monthly invoices.

Upon receipt and approval of invoices from UCLA, DMH shall directly reimburse UCLA for services set forth in Section A2.1. ("Other Academic Training Services") to the rates set forth for each project in A3 ("Financial Provisions").

UCLA shall submit invoices to:

DMH ACADEMIC ADMINISTRATOR
COUNTY OF LOS ANGELES- DEPARTMENT OF MENTAL HEALTH
550 SOUTH VERMONT AVENUE, 12TH FLOOR
LOS ANGELES, CALIFORNIA 90020

DMH shall send payment to:

UCLA-SEMEL INSTITUTE
DEPARTMENT OF FINANCE
760 WESTWOOD PLAZA, ROOM B7-357
LOS ANGELES, CALIFORNIA 90024-1759
ATTENTION: ASSISTANT DIRECTOR OF FINANCE

Funding Summary - Fiscal Years 2014-2019

THE REGENTS of UCLA
Affiliation Agreement

		FY 2014 - 15				FY 2015 - 16				FY 2016 - 17			FY 2017 - 18			FY 2018 - 19		
Description	Ongoing or One Time	Funding Source	Amount	Admin. Srvcs.	Total	Funding Source	Amount	Admin. Srvcs.	Total	Amount	Admin. Srvcs.	Total	Amount	Admin. Srvcs.	Total	Amount	Admin. Srvcs.	Total
Graduate Medical Education Services																		
Augustus F. Hawkins MHC	On-Going	WET RP	61,200	7,184	68,384	WET RP	61,200	7,840	69,040	61,200	7,840	69,040	61,200	7,840	69,040	61,200	7,840	69,040
Edmund D. Edelman MHC	On-Going	CGF	98,543	13,057	111,600	CGF	99,114	12,486	111,600	99,114	12,486	111,600	99,114	12,486	111,600	99,114	12,486	111,600
Older Adult GENESIS	On-Going	WET RP	122,375	14,365	136,740	WET RP	122,375	15,516	137,891	122,375	15,516	137,891	122,375	15,516	137,891	122,375	15,516	137,891
Sub Total			**282,118**	**34,606**	**316,724**		**282,689**	**35,842**	**318,531**	**282,689**	**35,842**	**318,531**	**282,689**	**35,842**	**318,531**	**282,689**	**35,842**	**318,531**
Addendum A																		
Other Academic Training Services (OATS)																		
COD System-Wide Training Program	On-Going	INN	160,651	18,913	179,564	CSS	142,438	18,213	160,651	142,438	18,213	160,651	142,438	18,213	160,651	142,438	18,213	160,651
Training & Consultation Program on Treatment and Assessment of Older Adults	On-Going	POE	26,755	3,545	30,300	POE	26,910	3,390	30,300	26,910	3,390	30,300	26,910	3,390	30,300	26,910	3,390	30,300
Annual Integrated Care Conference	On-Going	INN	100,000	11,739	111,739	CSS	88,642	11,358	100,000	88,642	11,358	100,000	88,642	11,358	100,000	88,642	11,358	100,000
Faculty Consultation	On-Going	WET RP	10,200	1,197	11,397	WET RP	10,200	1,197	11,397	10,200	1,197	11,397	10,200	1,197	11,397	10,200	1,197	11,397
Sub Total			**297,606**	**35,394**	**333,000**		**268,190**	**34,158**	**302,348**	**268,190**	**34,158**	**302,348**	**268,190**	**34,158**	**302,348**	**268,190**	**34,158**	**302,348**
Total Contract Amount for per FY:			**579,724**	**70,000**	**649,724**		**550,879**	**70,000**	**620,879**	**550,879**	**70,000**	**620,879**	**550,879**	**70,000**	**620,879**	**550,879**	**70,000**	**620,879**

ATTACHMENT I

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

The Regents of the University of California, on behalf of the University of California Los Angeles ("Contractor") performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered

Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The actual or approximate number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address,

account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with

respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified

Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) business days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall promptly notify Covered Entity of any requests involving Covered Entity's Protected Health Information (but in no case more than twenty-four (24) hours after receipt) made

by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 The Contractor acknowledges and agrees that the indemnification provisions set for in Section 10.2 [UCLA's Indemnification] of the Affiliation Agreement apply to this Business Associate Agreement.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal

responsibilities, Business Associate may retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or

impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

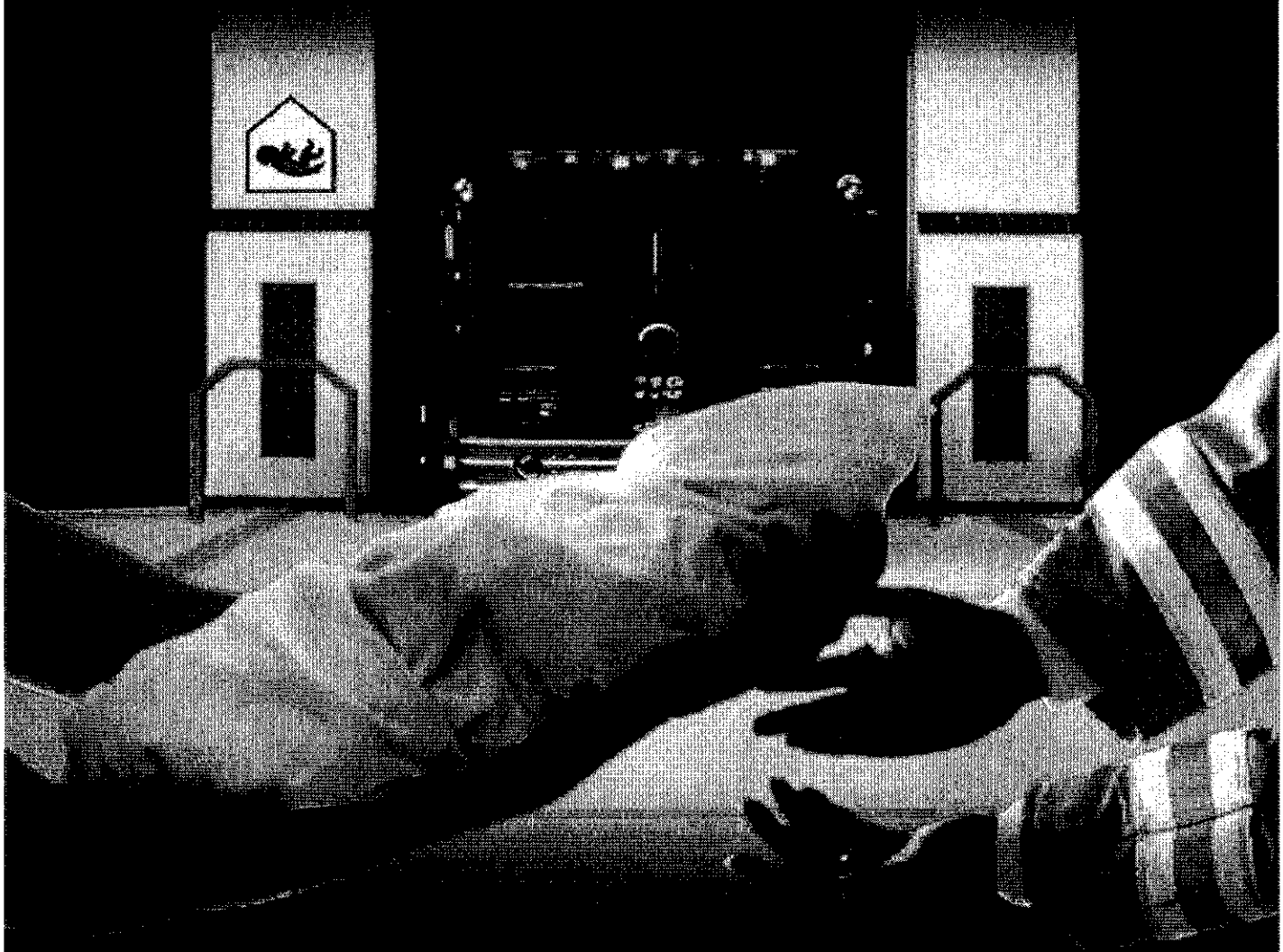
20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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



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Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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.

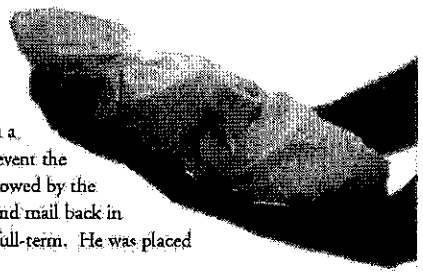
What happens to the parent or surrendering adult?

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?

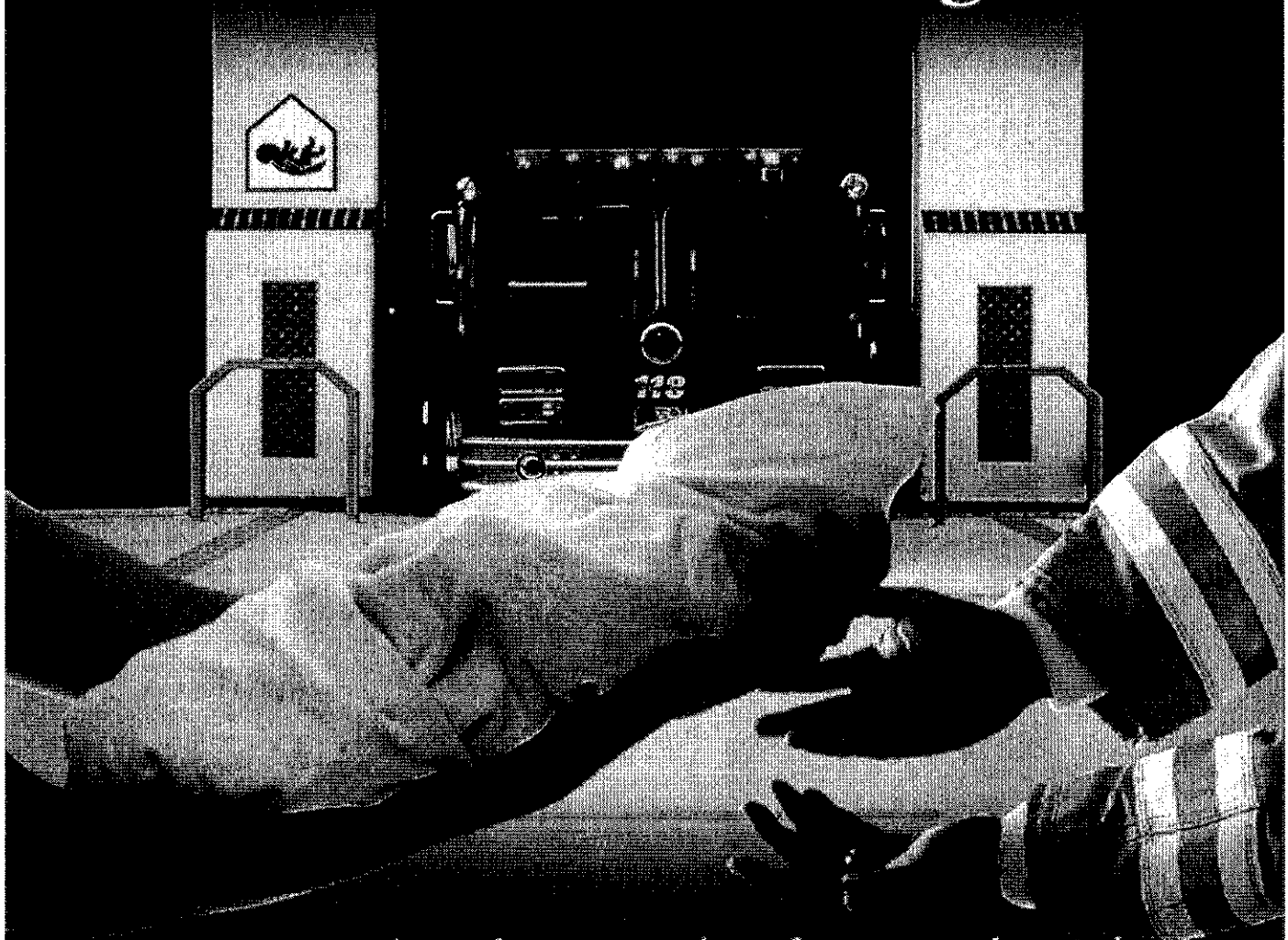
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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

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www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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.

CHARITABLE CONTRIBUTIONS CERTIFICATION

The Regents of the University of California
Company Name

760 Westwood Plaza, Rm. B7-357, Los Angeles, CA 90024-5055
Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature Date

Name and Title of Signer (Official Name, Official Title) Please print

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your Agreement with the County of Los Angeles Department of Mental Health under Paragraph (UNIVERSITY'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 The Regents of the University of California (UCLA) (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors 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-contractors 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-contractors 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 Contractor or any of its officers, employees, agents and/or sub-contractors 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 Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____

LAC DMH
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

May 28, 2014

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director

SUBJECT: **NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY TO APPROVE A PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE TOTAL AGREEMENT AMOUNT FOR THE AFFILIATION AGREEMENT BOARD LETTER FOR FISCAL YEARS 2014-15 THROUGH 2018-19**

This is to advise your Board that the Department of Mental Health (DMH) is scheduling a Board letter for the June 10, 2014, agenda that requests approval to enter into an Affiliation Agreement with The Regents of the University of California, effective July 1, 2014, through June 30, 2015, with a provision for four one-year automatic renewal periods through Fiscal Year 2018-19. DMH requests an additional ten percent for a total of twenty percent delegated authority upon execution of a new and revised Affiliation Agreement for the provision of Academic Services.

In accordance with Board of Supervisors' Policy 5.120, prior Board notice is required for any department requesting delegated authority to increase Board-approved contracts over ten percent.

JUSTIFICATION

This Agreement funds Academic Services, which has three components: Administrative Services, Graduate Medical Education Services, and other Academic Training Services, including an Annual Statewide Integrated Care Conference. The Graduate Medical Education (GME) service component provides residency and fellowship training, at three directly-operated sites, for individuals who are enrolled in Accreditation Council on GME accredited programs. Commitments to trainees are made at least three months prior to the start of each rotation, and should DMH want to increase the number of residency commitments or expand to additional directly-operated sites, DMH would need to give at least a six-month advanced notice to the University of California, Los Angeles (UCLA). Furthermore, since this Agreement funds multiple services, training programs, and a conference, the increased delegated authority will allow DMH greater capacity to amend this Agreement to expand opportunities for trainees and directly-

operated sites, as well as training opportunities for DMH clinicians. Finally, the Annual Statewide Integrated Care Conference budget is based on past year's costs; the increased delegated authority will allow DMH to adjust the budget to ensure that we completely cover any increased costs associated with the Conference (e.g., space and materials) and that the Department continues to attract nationally recognized speakers.

Therefore, in most instances where speed and response time are of key importance, the objectives to maximize, prioritize, and increase access to services will more effectively meet the County's mission, "To Enrich Lives Through Effective And Caring Service." Should there be a need to exceed the twenty percent delegated authority, DMH will return to your Board with a request for authority to amend the Agreement accordingly.

NOTIFICATION TIMELINE

Consistent with the procedures of Board Policy 5.120, we are informing your Board of our intention to proceed with filing the Board letter with the Chief Executive Officer for the June 10, 2014, Board meeting.

If you have questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:RS:RK:coh

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
Robin Kay, Ph.D.
Roderick Shaner, M.D.
Margo Morales
Kimberly Nall
Nancy Kless
Richard Kushi
Anna Bruce
Raymond Chow
Cynthia O. Hernandez