# **COUNTY OF LOS ANGELES**

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

SUSAN KERR Chief Deputy Director

RODERICK SHANER, M.D. Medical Director



BOARD OF SUPERVISORS

GLORIA MOLINA YVONNE B. BURKE ZEV YAROSLAVSKY DON KNABE MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

August 4, 2005

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

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Fax:

AUG 1 6 2005

VARONA LUKE ECUTIVE OFFICER

Reply To: (213) 738-4601

(213) 386-1297

ARD OF SUPERVISORS

Dear Supervisors:

APPROVAL OF AN AMENDMENT TO THE AFFILIATION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA), ON BEHALF OF THE DAVID GEFFEN SCHOOL OF MEDICINE AT UCLA SCHOOL OF MEDICINE AND THE UCLA NEUROPSYCHIATRIC INSTITUTE AND HOSPITAL FOR FISCAL YEAR 2005-2006 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

## IT IS RECOMMENDED THAT YOUR BOARD:

- Approve and authorize the Director of Mental Health or his designee to prepare, sign, and execute an amendment, substantially similar to the Attachment, to the Affiliation Agreement with the Regents of the University of California, Los Angeles (UCLA), for the provision of academic and medical teaching services at the Harbor-UCLA Medical Center and Metropolitan State Hospital. The Amendment will be effective September 1, 2005, through the term of the Affiliation Agreement, which expires on June 30, 2006. The amendment will add \$468,232 to the Affiliation Agreement's current Fiscal Year (FY) 2005-2006 Maximum Contract Amount (MCA) of \$2,732,493 for a revised MCA of \$3,200,725, fully funded by Sales Tax Realignment Funds included in the FY 2005-2006 Adopted Budget.
- 2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the Affiliation Agreement and establish as a new MCA the aggregate of the original Agreement and all amendments provided that: 1) the County's total payments to Contractor under this Agreement for each fiscal year

Honorable Board of Supervisors August 4, 2005 Page 2 of 4

shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Office (CAO) or their designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

# PURPOSE OF RECOMMENDED ACTION

The purpose of the requested action is to include the academic and medical teaching services provided by UCLA at Harbor-UCLA Medical Center and Metropolitan State Hospital in the overarching Affiliation Agreement between UCLA and the Department of Mental Health (DMH), approved by your Board on July 1, 2001. Inclusion of these services in the Affiliation Agreement will eliminate the need for a duplicative, separate Psychiatric Services Agreement between the Department of Health Services (DHS) and UCLA. The Affiliation Agreement was established to provide a framework for a relationship between DMH and UCLA that would accomplish their shared goals. These goals include the transferring of state-of-the-art, successful treatment strategies from academic settings to community mental health facilities and the promotion of training and interest within the academic community in the field of community psychiatry, psychology, and related professions. The recommended actions will include the Harbor-UCLA Medical Center and Metropolitan State Hospital in the facilities to be served through the Affiliation Agreement under Addendum A of the Agreement. The clinical psychological testing, evaluation, and therapy services provided by clinical psychology interns and fellows as part of their training programs, and teaching and training of psychiatry interns, residents, and facility staff in the areas of psychiatric emergency, crisis, and adult/child outpatient and inpatient services will be continued through the Affiliation Agreement. The requested action will also bring the academic and medical teaching services for County psychiatry/child psychiatry fellows and residents provided by UCLA at Metropolitan State Hospital under the purview of the Affiliation Agreement.

# **Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No.1, "Service Excellence," and Goal No. 3, "Organizational Effectiveness," and Programmatic Goal No. 7, "Health and Mental Health."

Honorable Board of Supervisors August 4, 2005 Page 3 of 4

# FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The requested action is fully funded by \$468,232 in Sales Tax Realignment Funds included in the FY 2005-2006 DMH's Adopted Budget. This funding was previously provided to DHS to fund the Psychiatric Services Agreement between DHS and UCLA, which will be terminated August 31, 2005 and will not be renewed.

# FACTS AND PROVISIONS

Since October 15, 1985, the UCLA School of Medicine has provided psychiatric teaching and training experiences for interns, residents, fellows, and staff at Harbor-UCLA Medical Center through a Psychiatric Services Agreement between DHS and the Regents of the University of California. These services consist of testing, evaluation, and therapy services for adults and children by clinical psychology interns and clinical psychology fellows as part of their training programs, supervised by Medical Center staff who also have UCLA Medical School faculty status; and teaching and training of psychiatry interns and residents in the areas of psychiatric emergency, crisis, and adult/child outpatient and inpatient services.

During FY 1999-2000, DMH participated with DHS and State DMH in reaching agreement to provide similar training experiences at Metropolitan State Hospital through the Psychiatric Services Agreement funded by DMH. This arrangement not only provides unique training opportunities, but also has been successful in elevating the quality of care for Los Angeles County residents at that facility.

As noted above, DMH, with the approval of your Board, entered into a formal agreement with the Regents of the University of California effective July 1, 2001. This Affiliation Agreement is designed as an "umbrella agreement" intended to engender a relationship between UCLA and DMH that is easily adaptable to the ever changing needs of the community. Currently, under this Agreement, UCLA provides academic and medical teaching services and related training activities at mutually agreed upon DMH facilities and programs.

DMH currently provides funding to DHS for the Psychiatric Services Agreement No. H-206298, which is between DHS and the Regents of the University of California.

This Agreement, which was slated to end June 30, 2005, was extended by your Board for 12 months in order to give DMH and DHS additional time to finalize the details of the incorporation of the Psychiatric Services Agreement into the Affiliation Agreement.

Honorable Board of Supervisors August 4, 2005 Page 4 of 4

The Amendment format has been approved as to form by County Counsel. The CAO and DMH's Program and Fiscal Administrations have reviewed the proposed actions.

# CONTRACTING PROCESS

Because this Amendment to the Affiliation Agreement is a re-negotiation of an existing Agreement with DHS and the services are specific to the medical school in question, DMH did not advertise this amendment on the Office of Small Business' Countywide Web Site.

## IMPACT ON CURRENT SERVICES

Upon approval by your Board, DMH will amend the existing DMH Affiliation Agreement No. DMH-00964. The provision of these academic and medical teaching services at Harbor-UCLA Medical Center and Metropolitan State Hospital through the UCLA Affiliation Agreement will eliminate the need for duplicate agreements for similar services and result in more efficient and effective service provision.

## **CONCLUSION**

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

Kerr for. usar

Marvin J. Southard, D.S.W Director of Mental Health

MJS:JA:RK:EM

Attachment

c: Chief Administrative Officer County Counsel Chairperson, Mental Health Commission

ATTACHMENT

#### CONTRACT NO. DMH-00964

#### AMENDMENT NO. 23

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and <u>The</u> <u>Regents of the University of California, Los Angeles (UCLA) – (Ties for Adoption</u> <u>Program)</u> (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated <u>July 1, 2001</u>, identified as County Agreement No. <u>DMH-00964</u>, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2005-2006, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2005-2006, effective September 1, 2005 through the term of the Affiliation Agreement, which expires on June 30, 2006, County and Contractor intend to amend Agreement by adding \$468,232 to Addendum A (Countywide Academic and Medical Teaching Services Program) for program augmentation at Harbor-UCLA Medical Center and Metropolitan State Hospital to provide psychiatric teaching and training experiences for interns, residents, fellows and staff; and

WHEREAS, for Fiscal Year 2005-2006, the Maximum Contract Amount (MCA) for Addendum A will be increased to \$1,355,007, and the revised MCA for the entire Affiliation Agreement will be \$3,200,725.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

- Addendum A- <u>Amendment 22</u>, (Countywide Academic and Medical Teaching Services Program) shall be deleted in its entirety and replaced with Addendum A - <u>Amendment 23</u>, (Countywide Academic and Medical Teaching Services Program), attached hereto and incorporated herein by reference. All references to Agreement, Addendum A - <u>Amendment 22</u>, (Countywide Academic and Medical Teaching Services Program) shall be deemed amended to state "Addendum A - <u>Amendment 23</u>, (Countywide Academic and Medical Teaching Services Program)."
- Contractor shall provide services in accordance with the Contractor's Fiscal Year <u>2003-2004</u> Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
- 3. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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- 2 -

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

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

By\_\_\_\_\_

COUNTY OF LOS ANGELES

By \_\_\_\_

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

The Regents of the University of California, Los Angeles (UCLA) - Ties for Adoption Program CONTRACTOR

Ву \_\_\_\_\_

Name J. Thomas Rosenthal, M.D.

Title Director, Vice Provost (AFFIX CORPORATE SEAL HERE)

# APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_

Chief, Contracts Development and Administration Division

EM: Amend 23 UCLA FY 05-06 FINAL 8/01/05

# Addendum A <u>-Amendment 23</u>

# Countywide Academic and Medical Teaching Services Program

		2
A2 DES	SCRIPTION OF SERVICES	3
A2.1	Countywide Academic and Medical Teaching Services Program	3
A2.2	Scheduling and Content of Sessions	3
A2.3	Location of Sessions	4
A2.4	Additional Academic and Medical Teaching Services for the Southern Geographic Area of Los Angeles County, in conjunction with the National Institute of Mental Health (NIMH) and the Adult Systems of Care Bureau Initiative Focusing on Improving	r
	Services for Underserved Populations Countywide	ə
A2.5	Additional Academic and Medical Teaching Services for the Harbor-UCLA Medical Center and Metropolitan State Hospital, through Harbor-UCLA Medical Center	6
A3 FIN	ANCIAL PROVISIONS	7
A3.1	Countywide Academic and Medical Teaching Services Program	7
A3.2	Additional Academic and Medical Teaching Services for the Southern Geographic Area of Los Angeles County, in conjunction with the NIMH and the Adult Systems of Care Bureau Initiative Focusing on Improving Services for Underserved	
	Populations Countywide	7
A3.3	Additional Academic and Medical Teaching Services for Harbor-UCLA Medical	
	Center and Metropolitan State Hospital through Harbor-UCLA Medical Center	8
A3.4	MCA for Addendum A	8
A3.5	Administration and Management	8
A3.6	Payment Procedures	

#### AI INTRODUCTION

University and DMH agree that this Addendum A - Amendment 23 shall be adopted under Section 2.1 ("Academic and Medical Teaching Services") of the Agreement of July 1st, 2001, between University and DMH. University and DMH further agree that this Addendum A - Amendment 23 shall replace Addendum A - Amendment 22 in its entirety and shall be subject to all of the provisions of the Agreement governing Academic and Medical Teaching Services, except where otherwise specified in this Addendum A - Amendment 23.

# A2 DESCRIPTION OF SERVICES

#### A2.1 Countywide Academic and Medical Teaching Services Program

University shall assign UCLA Department of Psychiatry and Biobehavioral Sciences faculty members ("University Faculty") to provide Academic and Medical Teaching Services in DMH Facilities to DMH personnel.

These services shall be measured and provided in terms of "sessions." The scheduling, content, and location of these sessions shall be described in Sections A2.2 and A2.3.

#### A2.2 Scheduling and Content of Sessions

The scheduling and content of sessions under this Section shall be developed by the Joint Mental Health Operations Committee ("Committee"). The Committee may delegate responsibility for creating initial scheduling and content to a subcommittee. However, any final session schedule or content must be approved by the full Committee, as required by Section 5.1.1.4.3 of the main Agreement.

The Committee shall develop scheduling and content to implement the following objectives:

- a) Developing a comprehensive programmatic approach to evaluate, improve, and expand programs offered to clients in DMH Facilities;
- b) Providing DMH physicians, other DMH mental health professionals, and non university public sector mental health providers with training in the state-of-the-art knowledge regarding mental illness, psychopharmacology, and novel approaches to interventions and rehabilitation;
- c) Increasing the collaboration between the University and the DMH facilities in establishing quality and outcome procedures to ensure continuous quality improvement in services provided;
- Improving the ability of DMH to educate and hire qualified physicians and allied mental health professionals through the participation of trainees in public sector training programs;
- e) Ensuring the development of personnel and protocols necessary for the establishment of a seamless system of care spanning inpatient and outpatient public and private sector settings;

- f) Promoting a diversified and professionally stimulating environment within the community mental health program that ensures improvements in staff recruitment and retention;
- g) Enhancing the training opportunities for all UCLA clinical interns and psychiatry residents within the field of community mental health and non university public sector settings; and
- h) Including DMH Facilities within the research framework of the University, through the UCLA Neuropsychiatric Institute and Hospital.

In developing the scheduling and content of these sessions, the Committee shall also specifically set forth and describe the forms in which these services shall be provided, taking into account the specific needs of individual DMH Facilities. These forms include, but are not necessarily limited to, the following:

- a) Presentations;
- b) Seminars;
- c) Round table discussion groups;
- d) One-on-one tutorials;
- e) Case consultations and conferences;
- f) Participation in staff meetings;
- g) Observation and evaluation of mental health services delivery and client interaction; and
- h) Consultations on facility-specific issues.

As set forth in Section 5.1.1.4.3 of the main Affiliation Agreement, the final schedule approved by the Committee shall describe in detail the form by which services will be provided, who shall participate, the anticipated time, date, location, and duration of each session, as well as the specific topics to be covered.

# A2.3 Location of Sessions

As provided in Section A2.2, the Committee shall jointly develop a schedule for the provision of Countywide Academic and Medical Teaching Services sessions by University Faculty. The Committee shall schedule these sessions among the following DMH Facilities in a manner to best achieve the goals expressed in Section A2.2, as well as the needs of the individual facilities:

Antelope Valley Mental Health Center Arcadia Mental Health Center Augustus F. Hawkins Mental Health Center Coastal Asian Mental Health Center Compton Mental Health Center Downtown Mental Health Center Edmund D. Edelman Westside Mental Health Center Forensic Mental Health Services Hollywood Mental Health Center Jail Mental Health Services Long Beach Mental Health Center Northeast Mental Health Center Palmdale Mental Health Center Rio Hondo Mental Health Center **Roybal Family Mental Health Centers** San Antonio Mental Health Center San Fernando Mental Health Center San Pedro Mental Health Center Santa Clarita Mental Health Center South Bay Mental Health Center Valley Coordinated Children's Mental Health Services West Central Mental Health Center West Valley Mental Health Center

# A2.4 Additional Academic and Medical Teaching Services for the Southern Geographic Area of Los Angeles County, in conjunction with the National Institute of Mental Health (NIMH) and the Adult Systems of Care Bureau Initiative Focusing on Improving Services for Underserved Populations Countywide

University, through the Harbor-UCLA Medical Center, shall provide for additional consultation, training, and academic supervision for DMH programs in the Southern Geographic Area of Los Angeles County, in conjunction with the NIMH and the Adult Systems of Care Bureau Initiative focusing on improving services for underserved populations Countywide. These services shall include, but not be limited to, evidence-based, short-term treatment approaches; family treatment approaches; program evaluation; and the rotation of resident physicians, psychology interns, and other disciplines with the attendant supervision and placements. In addition, faculty from Harbor-UCLA Medical Center will provide training to the Southern Geographic Area community, including mental health service providers, clients and family members.

Due to the specialized nature of these services, these services shall not be subject to the planning, content, scheduling, and certification provisions set forth in Section 3.1.2 ("Nature and Scope of Academic and Medical Teaching

Services") of the Agreement and its subsections. Furthermore, the Joint Mental Health Operations Committee shall not conduct any strategic planning, session content and scheduling, or claim resolution activities, as may be called for in Section 5.1.1 ("Joint Mental Health Operations Committee") or its subsections, regarding services provided under this Addendum, Section A2.4.

# A2.5 Additional Academic and Medical Teaching Services for the Harbor-UCLA Medical Center and Metropolitan State Hospital, through Harbor-UCLA Medical Center

University, through the Harbor-UCLA Medical Center, shall provide for additional consultation, training, and academic supervision for the inpatient and outpatient programs at Harbor-UCLA Medical Center and for the adult and children's programs at Metropolitan State Hospital. These services shall include, but not be limited to, clinical psychological testing, evaluation, and therapy services provided by clinical psychology interns and fellows as part of their training programs, and teaching and training of psychiatry interns, residents and facility staff in the areas of psychiatric emergency, crisis, and general adult/child outpatient and inpatient services. In addition, faculty from Harbor-UCLA Medical will provide training and consultation to the communities served, including mental health service providers, clients, and family members. Due to the specialized nature of these services, these services shall not be subject to the planning, content, scheduling, and certification provisions set forth in Section 3.1.2 ("Nature and Scope of Academic and Medical Teaching Services") of the Agreement and its subsections. Furthermore, the Joint Mental Health Operations Committee shall not conduct any strategic planning, session content and scheduling, or claim resolution activities, as may be called for in Section 5.1.1 ("Joint Mental Health Operations Committee") or its subsections, regarding services provided under this Addendum, Section A2.4.

Not withstanding the above, services provided under this section must have the prior written approval of a detailed annual budget/spending plan for all covered services and expenditures by the DMH and UCLA Academic Administrator.

6

### **A3 FINANCIAL PROVISIONS**

#### A3.1 Countywide Academic and Medical Teaching Services Program

For each year of this Agreement, University shall provide the Academic and Medical Teaching Services described in Section A2.1 according to the levels and rates set forth in the following chart:

Number of Sessions	661
Cost Per Session	\$400
Cost for Academic and Medical Teaching Services	\$264,400

For purposes of developing and coordinating the Academic and Medical Teaching Services provided under Section A2.1, A2.4, and A2.5 of the Affiliation Agreement, University may devote a portion of the funding for Academic and Medical Teaching Services sessions to program development and coordination activities. The total amount for this function shall not exceed \$70,000 annually. Reimbursement for Countywide Program Development and Coordination Activities shall be paid monthly in arrears by invoice from University to DMH based on University's cost for expenditures, subject to the terms and conditions set forth in the main Affiliation Agreement.

# A3.2 Additional Academic and Medical Teaching Services for the Southern Geographic Area of Los Angeles County, in conjunction with the NIMH and the Adult Systems of Care Bureau Initiative Focusing on Improving Services for Underserved Populations Countywide

For the services described in A2.4, DMH shall pay to University an amount not to exceed \$622,375 annually for the term of the Agreement for the Southern Geographic Area and the collaborative work being done with the NIMH related to special populations with the Adult Systems of Care Bureau. Reimbursement for these services shall be paid monthly in arrears by invoice from University to DMH based on one twelfth of the annual academic service plan and budget, with the written approval of the Deputy Director, Adult Systems of Care and subject to the terms and conditions set forth in the main Agreement.

Reimbursement under this section must have the prior written approval of the Deputy Director, Adult Systems of Care or his designee. Resources and funding under this section may be reallocated between identified areas in this section with the prior approval of the Deputy Director, Adult Systems of Care or his designee, based on changes in service needs.

# A3.3 Additional Academic and Medical Teaching Services for Harbor-UCLA Medical Center and Metropolitan State Hospital through Harbor-UCLA Medical Center

For the services described in A2.5, DMH shall pay to University an amount not to exceed \$468,232 annually for the term of the Agreement for the Harbor-UCLA Medical Center and Metropolitan State Hospital programs. This amount shall be in addition to, and not in lieu of, any amounts called for in Addendum A - Amendment 22 prior to this Amendment. Reimbursement for these services shall be paid monthly in arrears by invoice from University to DMH based on one twelfth of the annual academic service plan and budget, subject to the terms and conditions set forth in the main Agreement. Services to Harbor-UCLA Medical Center and to Metropolitan State Hospital shall be invoiced separately.

# A3.4 MCA for Addendum A

The new MCA for Addendum A is:

Program	FY 2005-2006
Countywide Academic and Medical Teaching Services Program	\$264,400
Additional Academic and Medical Teaching Services for the Southern Geographic Area and Adult Systems of Care Bureau countywide Initiative with NIMH through Harbor- UCLA Medical Center	\$622,375
Additional Academic and Medical Teaching Services for Harbor-UCLA Medical Center and Metropolitan State Hospital	\$468,232
Total MCA for Addendum A	\$1,355,007

## A3.5 Administration and Management

In recognition of the collaborative nature of this Affiliation Agreement, University shall contribute, at no cost to DMH, the managerial and administrative activities necessary to implement the program of services described in this Addendum. These activities include participation in the Joint Mental Health Operations Committee as called for in this Addendum and the Agreement.

The parties anticipate that the administrative and managerial efforts required to implement the program will be substantial, due to its novel and innovative nature. In addition, the parties recognize that this program will need to be continually monitored, improved, and refined in order to implement its objectives. In light of these considerations, University has agreed to commit University personnel to providing, at no cost to DMH, no less than 240 hours per Contract Year to the particular administrative and managerial activities required to implement, monitor, and develop this new program. The parties anticipate that the greater part of these hours will be devoted to the Committee's responsibilities set forth in Sections A2.2 ("Scheduling and Content of Sessions") and A2.3 ("Location of Sessions"). University shall provide adequate documentation, such as meeting minutes, to DMH of these administrative and managerial services.

Minimum Number of Hours for Initial Period	240
Cost to DMH	\$0.00

### A3.6 Payment Procedures

University and DMH understand and agree that persons providing Academic and Medical Teaching Services under this Agreement are faculty members of the Harbor-UCLA Medical Center - Department of Psychiatry, Charles R. Drew University - Department of Psychiatry, and/or David Geffen School of Medicine at UCLA - Department of Psychiatry and Biobehavioral Sciences or quest lecturers. The parties understand and agree that the University shall be responsible for submitting monthly claim and certification forms and invoices as described in Section 6 under the Affiliation Agreement ("Financial' Provisions") and in this Section A3 for Academic and Medical Teaching Services provided by Harbor-UCLA Medical Center, Charles R. Drew University, and David Geffen School of Medicine at UCLA faculty at DMH designated sites. Upon receipt and approval of invoices from the University, DMH shall directly reimburse each aforementioned practice plan for services set forth in Section A2.2, ("Scheduling and Content of Sessions), A2.4 and A2.5 according to the levels and rates set forth in A3.1 ("Countywide Academic and Medical Teaching Services Program"), and A3.2 and A3.3 (Additional Academic and Medical Teaching Services).

University shall submit invoices to:

DMH CONTRACT MANAGER COUNTY OF LOS ANGELES- DEPARTMENT OF MENTAL HEALTH ADULT SYSTEMS OF CARE 550 SOUTH VERMONT AVENUE, 12TH FLOOR LOS ANGELES, CALIFORNIA 90020 DMH shall send payment to:

UCLA-NEUROPSYCHIATRIC INSTITUTE DEPARTMENT OF FINANCE 760 WESTWOOD PLAZA, ROOM B7-35 LOS ANGELES, CALIFORNIA 90024-1759 ATTENTION: ASSISTANT DIRECTOR OF FINANCE

UCLA-HARBOR MEDICAL FOUNDATION, INC. 21840 SOUTH NORMANDIE AVENUE, SUITE 200 TORRANCE, CALIFORNIA 90502 ATTENTION: CHIEF EXECUTIVE OFFICER

CHARLES R. DREW UNIVERSITY DEPARTMENT OF PSYCHIATRY - HAWKINS BUILDING 1021 1720 EAST 120TH STREET LOS ANGELES, CA 90059 ATTENTION: CHAIRMAN OF PSYCHIATRY & HUMAN BEHAVIOR

ASOC/UCLA FINAL 8/02/05