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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JAN 12 2010

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SACHI A. HAMAI
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January 12, 2010

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

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

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To improve health

through leadership,

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**APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH CHARLES
DREW UNIVERSITY OF MEDICINE AND SCIENCE REGARDING HIV/AIDS
EARLY INTERVENTION SERVICES
(2ND DISTRICT)
(3 VOTES)**

SUBJECT

Request approval of a Memorandum of Understanding with Charles Drew University of Medicine and Science for the provision of Early Intervention Services to persons seeking HIV/AIDS services.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director of Health Services, or his designee, to execute a Memorandum of Understanding (MOU) with Charles Drew University of Medicine and Science (CDU) to provide Early Intervention Services (EIS) to persons seeking HIV/AIDS services at the Martin Luther King, Jr. - Multi-Service Ambulatory Care Center (MLK-MACC) Oasis Clinic, effective July 1, 2009 through June 30, 2010, at no net County Cost and shall be automatically renewed for four additional one year terms provided that, for each renewal term, CDU receives Ryan White Care Act (Care Act) funding under the same terms and conditions as its current funding.



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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

For several years, CDU has been awarded funds under the Care Act to provide EIS. Approval of the recommendations will authorize the Interim Director to: 1) enter into an MOU, substantially similar to Exhibit I, with CDU under which CDU will provide EIS and related services to County patients at the MLK-MACC Oasis Clinic (Clinic) through June 30, 2010, and 2) extend the MOU for up to four additional years to allow for the continued provision of EIS if future grant funds are awarded.

CDU has been using the Oasis Clinic at MLK-MACC as the location at which its EIS services are provided for several years. As a result of an on-site survey conducted by the Health Resources and Services Administration (HRSA) in June 2008, HRSA requested that a written MOU be executed between MLK-MACC and CDU to cover various financial and service issues. The purpose of the review was to ensure that the HIV/AIDS Program was operating in accordance with the appropriate legislative requirements of Care Act and Division of Community Based Program's objectives. Surveyors assessed clinical, fiscal, administrative, and management information systems components.

Although negotiations with Drew initially commenced early in 2009, extensive negotiations were required. As a result, the MOU was not able to be completed in advance of the start date.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There is no County cost. CDU will reimburse County on a cost related basis for certain laboratory services. Some of the County's costs in operating the shared facility are covered by Care Act grant funds received by DHS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For many years, funds from Part A of the Care Act have been awarded to the County through the Office of AIDS Programs and Policy (OAPP) which then funds medical outpatient services to HIV/AIDS patients through an agreement with MLK-MACC. Many of these services are provided at the Clinic.

In July 2003, HRSA awarded a five-year grant to fund EIS through Part C of the Care Act to CDU to fund EIS at the Clinic, which ended in June 2009. The new HRSA EIS grant, effective July 1, 2009 through June 30, 2010, offers additional resources to provide needed outreach services at the Clinic. The Grant Project Period for the HRSA EIS grant ends on June 30, 2014. Under the EIS grant, CDU is responsible for providing personnel to perform EIS that includes testing, counseling, and case management services.

The MOU (Exhibit I) outlines the responsibilities of DHS and CDU to meet the goals of the HRSA funded EIS at the Clinic. The Department of Health Services (DHS) provides the appropriate space and space-related support services, funded through Care Act Part A, registration and finance services, and laboratory services to CDU. MLK-MACC bills for EIS and uses those funds to reimburse County on a cost related basis for certain laboratory or other care in the clinic. Aside from laboratory and other services funded in this manner, DHS and CDU will each bear its own expenses associated with meeting the obligations under this MOU.

County Counsel has approved Exhibit I as to use and form. The parties have agreed to mutual indemnification. The MOU contains provisions allowing termination by either party with at least 30 days advance written notice to the other party.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure that EIS are provided to HIV/AIDS patients at the Oasis Clinic without interruption.

The Honorable Board of Supervisors

1/12/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:po

Enclosures

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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CHARLES DREW UNIVERSITY OF MEDICINE and SCIENCE

AND THE

COUNTY OF LOS ANGELES/DEPARTMENT OF HEALTH SERVICES

**Related to the Provision of Early Intervention Services to Patients at the Oasis Clinic at
Martin L. King, Jr. Multi-Service Ambulatory Care Center**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on the date specified below, by and between the Los Angeles County ("County") on behalf of its Department of Health Services ("DHS") and the Charles Drew University of Medicine and Science ("CDU"), the "Parties."

WHEREAS, both DHS and CDU receive federal funds under the Ryan White Care Act ("Act") to provide services to individuals who are at risk of becoming HIV positive or who are HIV positive or have AIDS. CDU's grant is under Part C of the Act for the provision of early intervention and related services; and

WHEREAS, the Oasis Clinic, which is operated by DHS through the Martin L. King, Jr. Multi-Service Ambulatory Care Center ("MLK MACC"), provides services to patients who have AIDS or are HIV positive; and

WHEREAS, CDU has the ability, directly or through contract, to provide early intervention and related services to patients at the Oasis Clinic; and

WHEREAS, the parties desire CDU to provide, directly or by contract, early intervention and related services to patients at the Oasis Clinic; and

WHEREAS, the receipt of funds under the Act imposes obligations on both DHS and CDU and both parties desire a writing which sets forth the Parties understandings and agreements regarding the way these obligations are to be met with respect to the services rendered at the Oasis Clinic;

NOW, THEREFORE, the Parties agree as follows:

1. TERM AND TERMINATION.

- A. The term of this MOU shall commence on July 1, 2009, and shall continue in full force and effect until June 30, 2010, and shall be automatically renewed for four additional one year terms provided that, for each renewal term, CDU receives Act funding under the same terms and conditions as its current funding. During the initial or any subsequent renewal term, this MOU may be terminated in writing by either party, with or without cause, upon the giving of at least thirty days written notice to the other party in accordance with Paragraph 10 below.

Because of the importance of the services involved in this MOU, the Parties agree to attempt to resolve any problems, concerns, or differences in good faith before initiating termination.

- B. In the event that CDU ceases to receive Care Act funds, its obligations under this MOU shall cease following the last day of funding. In the event that CDU's Care Act funding is reduced, the parties shall negotiate in

good faith to reduce the obligations under this MOU to be consistent with available funding.

- C. In the event of a termination of this MOU and the services provided hereunder, the Parties agree that they will work with each other appropriately to transition the patients to a new provider before services under this MOU cease.

2. CDU OBLIGATIONS.

- A. To provide up to 40 hours per week of early intervention and related services to persons presenting at the Oasis Clinic, composed of (a) HIV counseling, (b) outreach, screening and initiation of testing related to confirming the presence of HIV pursuant to physicians' orders, and (c) counseling and education on living with HIV as required and funded by CDU's grant under the Act. Screening and initiation of testing shall include identification of those individuals including consumers and staff, who are at high risk of becoming infected as required and funded by CDU's grant under the Act.
- B. To arrange for Oasis Clinic patients seen in the early intervention program who require nutritional services, medical evaluations, outpatient clinical care, and or outpatient mental health services to receive services from the appropriate DHS personnel at the Oasis Clinic or MLK-MACC and to work with DHS personnel to assure that any needed referrals for specialty care are obtained.
- C. To refer to providers outside of DHS, including CDU itself, Oasis Clinic patients seen in the early intervention program who require dental care, podiatry care and pharmaceutical services, and outpatient treatment for substance abuse.
- D. Subject to the conditions and limitations set forth below, to meet these obligations by providing the services of 2.0 Full-time equivalent ("FTE") Case Managers, 0.5 FTE Registered Nurse, 1.0 FTE Program Coordinator and 1.0 FTE Clinic Assistant, or by providing the services of equivalent personnel as required and funded by CDU's grant under the Act. CDU may modify the amount and type of positions listed above with the prior approval of the Health Resources and Services Administration, and after notice to the County. Pursuant to paragraph 11 below, CDU may fulfill this obligation of administering care under the Act through the services of an employee, or may contract with a clinician or other provider for such services.
- E. To perform such outreach services as are required by the terms of its grant under Part C of the Act. In addition, CDU must be aware of the

local service system that supports the needs of consumers seeking counseling and testing, early medical intervention for HIV/AIDS-infected consumers, and other related support systems such as housing, food, medicine and case management, both County and non-County related.

- F. To assure that CDU, its officers, employees, agents, and independent contractors of CDU shall be subject to the policies, procedures, rules, regulations and other written directives of MLK MACC when rendering services under this MOU at the Oasis Clinic or other locations at MLK-MACC. It is the responsibility of CDU to acquaint itself and such persons with such policies, procedures, rules, regulations and other written directives.
- G. To assure that CDU Staff (as defined below) maintain in MLK-MACC's medical records, timely and complete documentation of the early intervention and related services, and other services and referrals provided.
- H. To cooperate with DHS in connection with any audit, review or investigation, whether conducted by DHS, representatives of the Federal or state government or any other County department, related to the provision of services in the Oasis Clinic, including allowing access during regular business hours to CDU books and records as they relate to services under this MOU.
- I. To perform its obligations under this MOU consistent with HRSA Federal block grant regulations at CFDA 93.918 pertaining to the counseling and referral of client(s) with respect to HIV/AIDS.

3. DHS OBLIGATIONS.

- A. To provide appropriate space and space-related support services, including housekeeping, utilities and maintenance, necessary to allow the private provision of the services defined in Section 2.A above.
- B. To provide scheduling and registration into the MLK MACC's Affinity System of patients receiving early intervention and related services pursuant to this MOU.
- C. To provide properly ordered laboratory services (1) related to confirming the presence of HIV, (2) necessary to diagnose the extent of immune deficiency and, (3) consistent with the requirements of its own grant under the Act as well as CDU's obligations under the Act, necessary to provide information on appropriate therapeutic measures.

- D. Pursuant to the requirements of its own grant under the Act and to assist CDU in fulfilling its grant obligations, to provide nutritional services, medical evaluations, outpatient clinical care, and/or outpatient mental health services through personnel at the Oasis Clinic or MLK-MACC and to work with CDU Staff to assure that any needed referrals for specialty care are obtained.
- E. To provide financial screening services to all patients at the Oasis Clinic, including those receiving early intervention and related services pursuant to this MOU. Financial screening services shall include educating patients about the availability of a sliding fee scale based on a patient's income as compared to the Federal poverty level and an existing cap on charges, as determined pursuant to paragraph 6.A below. At CDU's request, DHS will distribute to patients receiving early intervention services at Oasis Clinic any materials regarding charges that CDU prepares. Nothing in this section limits the County's right to provide materials on charges for County services and its own low cost/no cost programs.
- F. To maintain medical records for all patients seen in the Oasis Clinic for at least seven (7) years, and to allow appropriate access to such records to CDU Staff providing services under this MOU, or to certain personnel for purposes of performing any examination or audit as authorized by law.
- G. To cooperate with CDU in connection with any audit, review or investigation, whether conducted by CDU, representatives of the Federal or state government or any other County department, related to the provision of services in the Oasis Clinic, including allowing access to DHS' books and records which relate to its performance under this MOU during regular business hours.
- H. To perform its obligations under this MOU consistent with HRSA Federal block grant regulations at CFDA 93.918 pertaining to the counseling and referral of client(s) with respect to HIV/AIDS.
- I. To comply with all state reporting requirements with respect to person with HIV/AIDS while adhering to Federal and state confidentiality requirements, including 42 CFR Part 2.

4. COMMUNITY PARTICIPATION.

When requested, either or both parties, as appropriate, shall participate in the appropriate regional HIV care commission (Los Angeles County Commission on HIV) and the regional HIV community prevention-planning group of the commission.

5. FINANCIAL OBLIGATIONS.

- A. Except as provided below, DHS will meet its obligations under this MOU.
- B. CDU will pay the County on a cost related basis for HIV1/2 and HIV1 completed laboratory services which were initiated pursuant to paragraph 2.A above as required and funded by CDU's grant under the Act. The County will bill CDU periodically for such costs.
- C. Except for the costs indicated in 5.B, CDU will bear its own expenses associated with meeting its obligations under this MOU. CDU will be solely responsible for all employee-related expenses for the positions identified in paragraph 2.D above, including but not limited to all salaries, wages, benefits, taxes, unemployment benefits, disability benefits, federal, state or local taxes and workers compensation insurance.
- D. The parties agree to maintain complete and current financial records supporting the bills, payment thereof. as required by law or the terms of the grant funding under the Ryan White Care Act.

6. BILLING.

- A. The parties have mutually agreed on the DHS Financial Practice Guidelines No. 520.25 titled Outpatient Reduced Cost Simplified Application Guidelines to be used to bill Oasis Clinic patients for the early intervention and related services provided pursuant to this MOU. The fees shall be consistent with the all-inclusive rate charge system currently utilized by the County. CDU shall be responsible for working with the Federal government to help ensure that such fee schedule is consistent with requirements under the Act and related Federal regulations, including, but not limited to, any obligation to have a sliding fee schedule based on income.
- B. Consistent with the fee schedule determined pursuant to subparagraph A above, DHS will bill patients, third party payers and other responsible parties for the provision of early intervention and related services at the Oasis Clinic. All billings shall be subject to the requirements set forth under the Act and related Federal regulations. Ryan White funds will be made available as the payer of last resort.
- C. DHS will track all amounts received for the provision of early intervention and related services to patients. Such amounts will be used in the first instance to reimburse DHS for its expenses related to laboratory services as provided in paragraph 6.B above. Any revenue

above such amounts shall be used by DHS to defray other expenses associated with the operation of the OASIS Clinic. DHS shall report to CDU the collection and use of these amounts on a regular basis.

- D. To the extent permitted by law, DHS will provide CDU financial and demographic information regarding patients who receive early intervention services at Oasis Clinic.

7. INDEMNIFICATION.

- A. To the fullest extent permitted by law, County shall indemnify and hold CDU harmless against any and all claims, demands, damages, liabilities and costs incurred by CDU which directly result from, or arise in connection with, any act or omission of County pertaining to County's obligations under this MOU.
- B. To the fullest extent permitted by law, CDU shall indemnify, defend and hold County, and its Special Districts, elected and appointed officers, employees, agents and volunteers harmless against any and all claims, demands, damages, liabilities and costs incurred by County which directly or indirectly result from, or arise in connection with, any act or omission of CDU pertaining to CDU's obligations under this MOU.

8. GENERAL INSURANCE REQUIREMENTS.

Without limiting either County's indemnification of CDU and CDU's indemnification of County pursuant to paragraph 7 above, each party, at its own expense, agrees to provide and maintain the following programs of insurance specified in this Agreement. The County, at its sole option, may satisfy these requirements through use of a program of commercial or self-insurance coverage, or any combination thereof.

- A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the parties shall be delivered prior to the execution of this agreement, clearly evidence all coverages required in this MOU, and provide that each party will receive written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- B. Insurer Financial Ratings: Commercial insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by the parties.

- C. Failure to Maintain Coverage: Failure to maintain or to provide evidence of insurance coverage satisfying these requirements shall constitute a material breach of this MOU.
- D. Notification of Incidents, Claims or Suits: The parties agree that they shall inform each other of:
- any accident or incident relating to services performed pursuant to this MOU which involves injury or property damage which may result in the filing of a claim or lawsuit against CDU, and/or CDU Contracted Parties, and/or County. Such report shall be made in writing within 48 hours of occurrence.
 - any third party claim or lawsuit filed against CDU and/or CDU Contracted Parties arising from or related to services performed by CDU and/or CDU Contracted Parties pursuant to this MOU.
 - any injury to employees of CDU and/or CDU Contracted Parties which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Administrator.
 - any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to CDU and/or CDU Contracted Parties pursuant to the terms of this MOU.
- E. Insurance Coverage Requirements for CDU Contracted Parties: CDU shall ensure that any and all CDU Contracted Parties performing services pursuant to this MOU agree to indemnify the County for liability, and meet the insurance requirements of this MOU by either:
- CDU providing evidence of insurance covering the activities of CDU Contracted Parties, or
 - CDU providing evidence submitted by CDU Contracted Parties evidencing that CDU Contracted Parties maintain the required insurance coverage. County retains the right to obtain copies of evidence of CDU Contracted Parties' insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS.

- A. General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than the following:

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

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of liability of not less than \$1 million for each accident, covering liability arising out of any use of autos pursuant to this MOU. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”, as each may be applicable.
- C. Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, and including Employers’ Liability coverage with limits of not less than \$1 million per accident. In the case of CDU, such insurance also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer.
- D. Professional Liability / Errors and Omissions: Insurance covering liability arising from or related to this MOU, with limits of not less than \$1 million per occurrence and \$3 million aggregate. Any policy retroactive date shall precede the effective date of this MOU, and the coverage shall be maintained for a period of not less than three (3) years following the MOU’s expiration, termination or cancellation date.

The County agrees that persons who receive compensation from CDU derived from any grant under the Act and who perform services under this MOU pursuant to paragraph 2.D. shall receive professional liability/errors and omissions coverage from the County.

- E. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature, with limits of not less than \$2 million per claim and \$2 million aggregate.

10. ADMINISTRATION.

DHS and CDU shall each designate in writing a person who has the authority to administer this MOU on behalf of his or her department and to receive all notices respecting it (“Contract Administrator”), as specified in Section 21 NOTICES, the address and other contract information to which notice may be directed. Notice

of any change of the contract administrator or the address shall be provided in writing to the other Party. Any notices required or permitted by this MOU shall be delivered by United States mail, postage prepaid, or by fax to the Contract Administrator at the address specified pursuant to this paragraph. Except as to a change in Contract Administrator or contact information, notices by electronic mail shall not be effective.

11. CHARLES DREW UNIVERSITY OF MEDICINE AND SCIENCE CONTRACTING.

The Parties understand and agree that CDU may hire its own employees or utilize the services of one of its contract agencies to fulfill its obligations under this MOU ("CDU Staff"). In such an event, DHS will have the right to approve the contracted agency.

12. PERSONNEL.

- A. CDU shall assure that during the term of this MOU, all CDU Staff shall have and maintain all valid licenses, permits, registrations and certificates required by law which are applicable to their performance of services under this MOU.
- B. MLK MACC's Administrator or his or her designee may discipline any CDU Staff, for any appropriate reason, including but not limited to failure to comply with MLK-MACC policies and procedures, in its sole discretion, during the period of such Staff's assignment to MLK MACC. However, to the extent feasible, MLK-MACC Administrator or his or her designee will notify CDU in advance, of the intention to impose discipline, and give CDU a reasonable time, based on the severity of the proposed discipline, to provide a response. The intent of the Parties is to communicate in good faith regarding problems involving CDU Staff, and to manage those problems in a fair and appropriate manner. Where not feasible to provide advance notice, MLK-MACC Administrator or his designee shall promptly notify CDU of any disciplinary actions taken against CDU Staff after it has occurred. CDU agrees to accept and abide by any decision of the MLK-MACC Administrator.
- C. CDU may discipline or terminate any CDU Staff, without cause, in its sole discretion, during the period of such Staff's assignment to MLK MACC. County agrees to accept and abide by any decision of CDU.
- D. CDU shall notify Contract Administrator in advance of the assignment of any CDU Staff to Oasis Clinic. At County's request, CDU shall provide to Contract Administrator information and supporting documentation regarding the background and qualifications, including copies of any applicable license, permit, registration or certificates, of any prospective or

current CDU Staff. Contract Administrator, on behalf of County, may, at his or her sole discretion which shall not be unreasonably exercised, refuse assignment of any CDU Staff, or may request the removal of any current CDU Staff. CDU shall be responsible for providing alternative staffing to satisfy the terms of this MOU. CDU understands that County will subject any CDU Staff assigned to the Oasis Clinic pursuant to this MOU, including current CDU Staff who have not previously been screened, to criminal background checks.

- E. All CDU Staff will comply with MLK-MACC's usual in processing procedures upon first being assigned to the Oasis Clinic.
- F. CDU shall establish appropriate policies and procedures regarding initial and follow-up procedures for CDU Staff who experience an industrial accident (e.g., a needle stick) while working at MLK MACC. In the event of CDU Staff receives a needle stick, such CDU Staff may seek immediate medical care at MLK MACC at CDU's expense. Follow-up for CDU Staff must be in accordance with Federal Centers for Disease Control and Prevention and State guidelines and is the responsibility of CDU and the individual CDU Staff.

13. CDU'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.

CDU hereby warrants that neither it nor any of its CDU Staff 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 CDU will notify Contract Administrator within thirty (30) calendar days in writing of: (1) any event that would require CDU or CDU Staff mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against CDU or CDU Staff barring it or CDU Staff 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.

CDU shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of CDU or CDU Staff from such participation in a Federally funded health care program.

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

14. COUNTY'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

County hereby warrants that neither it nor any of its MLK-MACC staff 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 County will notify CDU within thirty (30) calendar days in writing of: (1) any event that would require County or MLK-MACC staff mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against the County or MLK-MACC staff barring it or County staff 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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

CDU hereby acknowledges that the County is prohibited from contracting with and making sub-awards to Parties that are suspended, debarred, ineligible or excluded from securing Federally funded contracts. By executing this MOU, CDU certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Further, by executing this MOU, CDU 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. CDU shall immediately notify County in writing, during the term of this MOU, 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 CDU to comply with this paragraph shall constitute a material breach upon which County may immediately terminate or suspend this MOU.

16. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). CDU understands and agrees 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, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. CDU understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on CDU's behalf. CDU has not relied and will not in any way rely, on County for legal advice or other representations with respect to CDU's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulation.

CDU and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

17. COMPLIANCE WITH APPLICABLE LAW.

- A. CDU and its CDU Staff shall comply with all Federal, state, and local laws, ordinances, rules, regulations, and directives applicable to performance under this MOU. Further, all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.
- B. CDU shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage liability, or expense resulting from any violation on the part of CDU, its officers, employees, CDU Staff, or agents of such Federal, state or local laws, ordinances, rules, regulations, or directives.
- C. County and its employees and agents shall comply with all Federal, state, and local laws, ordinances, rules, regulations, and directives applicable to performance under this MOU. Further, all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.
- D. County shall indemnify and hold harmless CDU, its officers, employees and agents, from and against any and all loss, damage liability, or expense resulting from any violation on the part of County, its officers, employees, or agents of such Federal, state or local laws, ordinances, rules, regulations, or directives.
- E. Without limiting the foregoing, each Party acknowledges that it is independently responsible for assuring its compliance with the terms of Act and any implementing regulations.

18. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.

CDU shall be responsible for any and all costs incurred by County for the repair of any and all damage to County facilities, buildings or grounds caused by CDU or CDU staff.

19. INDEPENDENT CONTRACTOR STATUS.

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

20. CHARITABLE ACTIVITIES COMPLIANCE.

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Non-Profit Integrity Act of 2004 increased the requirements. By requiring CDU to complete the Charitable Contributions Certification, which is attached to this MOU, the County seeks to ensure that it complies with California law in order to protect the County and its taxpayers. Receiving or raising charitable contributions without complying with its obligations under California law constitutes a material breach of this MOU which would subject CDU to contract termination or debarment proceedings by the County or both.

21. NOTICES:

Any and all notices required, permitted or desired to be given hereunder by one party to the other, shall be in writing and shall be delivered to the other party personally or by facsimile transmission or U.S. Mail and addressed to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

A. Notices to the County shall be addressed as follows:

Collins U. Nwadiogbu
MLK MACC/OASIS Clinic
1807 East 120th Street
Los Angeles, California 90059
Phone: (310) 668-6038/4160
Fax: (310) 223-3888
Email: cnwadiogbu@dhs.lacounty.gov

B. Notices to Charles Drew University shall be addressed as follows:

Stacy Miller
Office of Grants, Contracts and Compliance
Charles Drew University of Medicine & Science
1731 E. 120th Street
Los Angeles, California 90059
Phone: (323) 357-3457
Fax: (323) 357-3453
Email: StacyMiller@cdrewu.edu

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IN WITNESS WHEREOF, DHS and Charles Drew University of Medicine and Science have caused this MOU to be subscribed by their duty authorized representatives.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES

By: _____ DATE: _____
John F. Schunhoff, Ph.D.
Interim Director

CHARLES DREW UNIVERSITY OF HEALTH AND SCIENCE

By: _____ DATE: _____
Wilbert Jordan, MD
Principal Investigator

By: _____ DATE: _____
Richard Baker
Dean, College of Medicine

By: _____ DATE: _____
Perrilla Johnson-Woodard
Institutional Official

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL:

By: _____
Anita D. Lee
Principal Deputy County Counsel