



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#12 JULY 19, 2011

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SACHI A. HAMAI
EXECUTIVE OFFICER

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Board of Supervisors**

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners

July 19, 2011

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

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE
AMERICAN CANCER SOCIETY
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Request approval of a no-cost Memorandum of Understanding with the American Cancer Society, California Division, Inc., for a Patient Navigator Program at LAC+USC Medical Center and delegate authority to the Director of Health Services to effectuate other future related actions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of the Health Services (Director), or his designee, to execute a Memorandum of Understanding (MOU) with the American Cancer Society, California Division, Inc. (ACS), effective upon Board approval, for two years, to implement a Patient Navigator Program (Program), for cancer patients and their families at the Department of Health Services' (DHS) LAC+USC Medical Center (LAC+USC MC), at no net County cost, and delegate authority to the Director, or his designee, to extend the term for up to two additional years.
2. Delegate authority to the Director, or his designee, to authorize and execute no cost amendments to the MOU for LAC+USC MC and existing Program MOU No. H-703524 for Harbor-UCLA Medical Center (H-UCLA MC), to extend the term of each MOU, at no net County cost, following the approval of County Counsel and notification to your Board and the Chief Executive



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Office (CEO).

3. Delegate authority to the Director, or his designee, to execute future no-cost MOUs with ACS, with substantially similar terms and conditions, to expand the provision of the Program to other County healthcare facilities, and execute amendments to such MOUs to extend the term, at no net County cost, following the approval of County Counsel and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 7, 2008 your Board approved a MOU with ACS for implementation of a Program at H-UCLA MC. DHS and ACS desire to implement the same Program at LAC+USC MC, and expand to other County healthcare facilities.

Approval of the first recommendation will allow the Director, or his designee to execute an MOU, substantially similar to Exhibit I, with ACS to implement a Program at LAC+USC MC to assist cancer patients and their families by providing personalized and reliable cancer information, resource referral, and timely follow-up. The Program goal is to assist with the delivery of information on available programs and services for patients undergoing cancer treatment.

The second recommendation will delegate authority to the Director, or his designee to execute no-cost amendments to the MOU for LAC+USC MC and H-UCLA MC's existing MOU to extend the term of each MOU in the event that ACS provides funding for the Program for additional years. The third recommendation will authorize the Director, or his designee, to execute similar MOUs with ACS to expand the Program to other County healthcare facilities, and execute future amendments to extend the term of these MOUs at no cost to the County. In the event DHS exercises the delegated authority in these two recommended actions, prior approval will be obtained from County Counsel, and notice will be provided to your Board and the CEO.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health of the County's Strategic Plan

FISCAL IMPACT/FINANCING

ACS received funding from AstraZeneca Pharmaceuticals, LP for the development and implementation of the Program site at LAC+USC MC. ACS will provide one-full time qualified staff member to provide Program services at no cost to the County. LAC+USC MC will provide office space and office equipment as stated in the MOU. No County personnel will be hired for the Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ACS is a nationwide community-based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer and diminishing suffering from cancer, through research, education, advocacy and service. ACS has placed an emphasis on targeting medically underserved patients, further maximizing the impact of their program.

On October 7, 2008 your Board approved the first patient navigator program at H-UCLA MC and it has been operating with great success. The new program at LAC+USC MC will serve the same targeted population, in the same manner, to achieve the same objectives.

ACS' Program will provide cancer-related referral services at LAC+USC MC for up to 40 hours per week. The services will be provided as a result of patient self-referral or referral by a physician, nurse practitioner, registered nurse, social worker, or nutritional staff. The services offered through the Program are consistent with the stated mission and objectives of DHS.

The MOU will become effective for a two-year period from the date of Board approval and may be terminated for convenience by either party upon 60 days advance written notice. Since this is a non-financial agreement which mutually benefits both organizations, the parties have agreed to mutual indemnification. The Chief Executive Office Risk Management Branch and County Counsel concur with this approach. At the end of the two years, if non-County funding is available to fully offset the cost of the Program and the parties mutually agree to continue the Program, the MOU may be extended for an additional term of up to two years under delegated authority, following approval by County Counsel. ACS has expressed the possibility of expanding the Program in the future to other County healthcare facilities if funding is available.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow for enhanced services to cancer patients at DHS facilities.

Respectfully submitted,



Mitchell H. Katz, M.D.

Director

MHK:ev

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

EXHIBIT I



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**AMERICAN CANCER SOCIETY
FOR THE PATIENT NAVIGATOR PROGRAM**

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MEMORANDUM OF UNDERSTANDING

AMERICAN CANCER SOCIETY PATIENT NAVIGATOR PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this _____ day of _____ 2011, between the Los Angeles County Department of Health Services, with its principal office located at 313 N. Figueroa Street, Los Angeles, CA 90012, and services to be provided at LAC+USC Medical Center, 1200 N. State Street, Los Angeles, CA 90033 (hereinafter referred to as "Collaborator") and AMERICAN CANCER SOCIETY, CALIFORNIA DIVISION, INC., a California non-profit corporation with its principal office located at 1710 Webster St., Oakland, CA 94619 (hereinafter referred to as the "Division or Contractor"), and

WHEREAS, Division is a community-based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer, through research, education, advocacy, and service; and

WHEREAS, Collaborator is a health care provider that provides cancer care services to its patients; and

WHEREAS, Division and Collaborator hold a common interest and commitment to providing educational support for cancer patients and their families; and

WHEREAS, Division provides cancer-related educational, resource and referral services through the "ACS Patient Navigator Program" at certain sites located within healthcare facilities throughout the United States ("Patient Navigator Sites"); and

WHEREAS, Division has received funding support for the ACS Patient Navigator Program from AstraZeneca Pharmaceuticals, LP (hereinafter referred to as the ("Sponsorship") for the development and operation of a Patient Navigator Site on Collaborator's premises; and

WHEREAS, Division and Collaborator wish to provide patient access to the ACS Patient Navigator Program for cancer-related information, resource and referral services.

NOW, THEREFORE, in light of the foregoing and in consideration of the mutual undertakings and the terms and conditions set forth in this Agreement, the parties agree as follows:

1. **Agreement**: This MOU shall be a limited service agreement with those services provided by the parties only as described herein. Representatives of Collaborator and Division will meet on a mutually-agreed basis to ensure the appropriate administration of this MOU.

2. **Responsibilities of Division**: Division will provide the following services for patients registered at Collaborator's healthcare facility:

A. **ACS Patient Navigators** - Division will employ and train patient navigators ("ACS Patient Navigators") to respond to requests from Collaborator's patients with cancer-related concerns for usual and customary ACS Patient Navigator Program services. ACS Patient Navigators will primarily be responsible for assisting cancer patients and their families by providing cancer-related information, resource and referral assistance and documenting the services provided pursuant to this MOU. ACS Patient Navigators will provide services to all cancer patients requesting cancer-related information or resource referral assistance, regardless of where that person is treated.

B. **Program Integrity and Training** - Division shall establish policies, procedures and standards as it deems necessary to execute the ACS Patient Navigator Program and shall reserve the right to modify said policies, procedures and standards in any manner necessary to accomplish the goals of the Division and the ACS Patient Navigator Program, provided that such modifications do not conflict with the terms of this MOU. ACS Patient Navigators shall be employees of Division, who shall be solely

responsible for the supervision and direction of such employees and the payment of all salary, benefits, payroll taxes and other amounts of programs required by law. Division will train ACS Patient Navigators through its orientation for new staff and a comprehensive Patient Navigator Training Program. Both parties understand and agree that Division is not a provider of medical services and shall in no event be responsible for the dissemination of medical or other advice or services to patients.

C. Additional Responsibilities of Division - **Additional Responsibilities of Division** are set forth on **Attachment 1** attached hereto and incorporated herein.

3. Responsibilities of Collaborator: Collaborator will provide the following services for the ACS Patient Navigators assigned to provide educational services:

A. Referral Resources - Collaborator and Division will cooperate to provide appropriate resources for referrals as set forth in this MOU to be provided by the ACS Patient Navigators with regard to patient requests for general assistance, including, but not limited to, wayfinding, internet resources, books and periodicals, information about services and support groups, supplies, material and equipment. ACS Patient Navigators will not make any referrals to any medical provider except to refer patients back to their treating physician as needed to address patient questions.

B. Facilities and Logistics - Collaborator will make its premises and appropriate physical facilities available to the ACS Patient Navigators during agreed upon times in order to conduct programs in an accessible, comfortable and quiet environment that allows appropriate confidentiality for patients. Further, Collaborator will provide to ACS Patient Navigators the stipulated resources, supplies, and utility access as set forth on **Attachment 2 (Host Facility Provided Resources)** attached hereto and incorporated herein.

C. Facility Orientation and Safety Training - Collaborator shall provide ACS Patient Navigators with orientation and safety training similar to what is provided to Collaborator's staff.

D. Additional Responsibilities of Collaborator - Additional responsibilities of Collaborator are set forth on Attachment 2 (Host Facility Provided Resources) attached hereto and incorporated herein.

E. Signage and Promotion of Sponsorship- Collaborator acknowledges that in consideration of the Sponsorship, Division has agreed to provide signage at the Patient Navigator Site that recognizes the Sponsorship. The parties will mutually agree upon the size and display format of any such signage. Collaborator agrees to work with the Division to promote the Sponsorship, such as acknowledge the Sponsorship at special events and with any promotional activities that are acceptable to the Collaborator, and consistent with Collaborator's policies and procedures, but allow Division to meet its obligations with respect to the Sponsorship.

4. Compliance and Confidentiality

A. Compliance - Each party covenants that all of its activities pursuant to this Agreement shall comply with all applicable laws, rules and regulations. Each party shall be responsible for obtaining all licenses, permits and approvals, if any, which are necessary for the performance of its duties hereunder. Division shall comply with Collaborator's applicable hospital bylaws, policies and other directives made known to it by Collaborator.

B. Confidentiality

1. Except as set forth in Section (a) below, Division and Collaborator acknowledge and agree that all data and information gathered from the ACS Patient Navigator Program not otherwise known to the public shall be confidential

and proprietary and shall not be disclosed to third persons (other than to affiliates, officers, directors, employees and agents of the Division and Collaborator, each of whom is bound by this provision), except (i) at the written direction of the other party; (ii) to the extent necessary to comply with law or a valid order of a court of competent jurisdiction, in which event the party shall notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of the information; (iii) as part of the party's normal reporting or review procedures to its parent company, its auditors and its attorneys who agree to be bound by this provision; (iv) in order to enforce any rights pursuant to this Agreement; (v) in order to comply with the provisions of any related agreements or copyright licensing requirements; (vi) to obtain appropriate insurance, provided the insurance company agrees in writing to be bound by this provision; and (vii) to obtain financing, provided any person or entity providing financing agrees in writing to be bound by this provision. Each party shall assure that its staff and volunteers understand that all information regarding ACS Patient Navigator Program participants is confidential information. **Attachments 3 and/or 4** (as applicable) shall be completed by ACS Patient Navigators providing services.

(a) Division and Collaborator understand that all information regarding patients in the ACS Patient Navigator Program, including the fact that an individual was or is a patient at the Collaborator's health care facility, is confidential information and will not disclose any such information without the express, written permission of the patient. Division may collect patient information with written permission of the patient. Notwithstanding anything in this Agreement to the contrary, Division may, upon express written consent from

the patient, use and disclose that patient's Protected Health Information to contact that individual about Division's own activities, programs, information, services or events. Patients shall need to sign a “**Constituent Consent for Contact Form**” in substantially the form of **Attachment 5**.

2. The Collaborator is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Agreement, the Division provides services to the Collaborator and the Division receives, has access to, and/or creates Protected Health Information as defined in **Attachment 6** in order to provide those services. The Collaborator and the Division therefore agree to the terms of **Attachment 6**, Division's Obligations as a “Business Associate” Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

5. Compliance with Civil Rights Laws-Anti-Discrimination and Affirmative Action Laws-EEO Certification:

A. The Division hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this MOU or under any project, program, or activity supported by this Agreement.

- B. The Division shall certify to, and comply with, the provisions of **Attachment 7** – “**Contractor’s EEO Certification**”.

6. Notice To Employees Regarding The Safely Surrendered Baby Law:

Division shall notify and provide to any of its employees and subcontractors directly providing services under this Agreement, 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 8** of this MOU and is also available on the Internet at www.babysafela.org for printing purposes.

7. Non-Exclusivity: This Agreement is not exclusive and Division may supply ACS Patient Navigator Program services to other health care facilities or organizations without restriction as to number, location or application. Collaborator may enter into other arrangements with entities for the provision of similar services to Collaborator’s patients, provided that with respect to the provision of cancer patient navigation services, such arrangements do not impact the roles and responsibilities of Division while carrying out the services hereunder. The parties agree that they will discuss and coordinate the provision of cancer navigation services by other entities prior to Collaborator entering into such arrangements.

8. Independent Contractors: The services of the ACS Patient Navigators provided by Division pursuant to this MOU shall be those of an independent contractor. It is not intended that an employer-employee relationship, joint venture, or partnership be established hereby, either expressly or by implication. It is understood that Division shall be responsible for directing all employees and volunteer activities within the program and shall have the final

authority and discretion on the selection, performance and termination decisions resting with any staff or volunteers.

9. Agency: Neither Collaborator nor Division shall have any right, power or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. Furthermore, Collaborator shall neither state nor imply, directly or indirectly, that it or its activities are supported, endorsed or sponsored by Division and, upon direction of Division, shall issue express disclaimers to that effect.

10. Intellectual Property:

A. American Cancer Society, Inc. ("ACS/NHO") is the owner of all ACS trademarks, trade names, service marks and all related materials, content and intellectual property ("ACS Intellectual Property"). Division has a valid sublicensable license from ACS/NHO to use the ACS Intellectual Property and sublicense the ACS Intellectual Property. Subject to the terms and conditions of this Agreement, Division hereby grants Collaborator a limited, non-exclusive, non-transferable, non-assignable, revocable, royalty free right and license to use the ACS Intellectual Property solely in connection with the promotion of the ACS Patient Navigator Program for the Term of this MOU. All rights and licenses of any kind in the ACS Intellectual Property not expressly granted in this Agreement are exclusively reserved to Division and ACS/NHO. Collaborator acknowledges ACS/NHO's exclusive right, title and interest in the ACS Intellectual Property. Collaborator represents and warrants that it will not use or allow others to use ACS Intellectual Property without prior written approval of Division. Any such use of ACS Intellectual Property by Collaborator must adhere to the logo policy and standards for the ACS Intellectual Property, including the graphic standards set forth at <http://www.brandwizard.net/acs/Login/login.asp>, and Collaborator agrees that such standards will not be altered or modified in any way when used by Collaborator other

than as may be mutually agreed upon in writing by the parties hereto. No ACS Intellectual Property shall be used in a manner that would imply or infer that Collaborator has any affiliation with ACS/NHO or Division other than as provided in this MOU or that ACS/NHO or Division has sanctioned, approved, or is involved in any other activity, campaign, or promotion of Collaborator other than that specified in this MOU. Upon termination or expiration of this MOU, Collaborator shall cease any and all use of the ACS Intellectual Property and shall return any ACS Intellectual Property in its possession.

B. In order to protect each party's logo, reputation, and established goodwill, neither party shall use the name, business or trade name, trademarks, or service marks of the other party, unless specifically agreed to, in any materials, promotional, advertising or otherwise, without the prior express written consent of the party owning the names or marks. Specifically, Collaborator must obtain written approval from Division prior to each and every use of the ACS Intellectual Property. All materials produced in connection with the Patient Navigator Program shall acknowledge that the ACS Cancer Resource Center is a "service of the American Cancer Society." Each party agrees that any publicity or advertising a party may release in which the other party is identified in connection with this Agreement shall be in accordance with the terms of this MOU and with any guidelines which such party has furnished in connection with this MOU. Copies of all materials shall be forwarded promptly to the other party for approval prior to public release.

C. Division Approvals. Collaborator shall submit all materials that use the ACS Intellectual Property to Pam Willis at the Division address set forth in Section 12 for approval. Division shall have at least five (5) business days from the date of receipt to

review and approve all use of ACS Intellectual Property. A fax or e-mail shall be deemed a "writing" for purposes of such approval.

11. Indemnification: The parties will cooperate with each other in good faith in effecting the purposes of this Agreement and will cooperate in any defense should there be a claim by a third party relating to this Agreement. In addition, each party agrees to indemnify ("Indemnifying Party") and hold harmless the other party ("Indemnified Party"), its elected officials, employees, agents, affiliates, officers and directors from any and all claims, liability, damages, losses and expenses which may be asserted against them for (a) a negligent act or omission relating to the performance of a duty hereunder by the Indemnifying Party, its employees, agents, affiliates, officers and directors, (b) a breach of this MOU, and (c) any infringement of trademark, copyright or similar intellectual property rights. In the event of a third party claim, action or assertion of liability, the Indemnified Party shall: (i) promptly notify the Indemnifying Party of such event, or threats thereof, or proceeding relating thereto; (ii) provide the Indemnifying Party with reasonable assistance (at the Indemnifying Party's expense) to respond to such claims; and (iii) allow the Indemnifying Party to assume control subject to the approval of the Indemnified Party over the defense and settlement of such claims or actions.

12. Term/Termination: The term of this MOU shall be for two (2) years commencing on the date of Los Angeles County Board of Supervisor's approval, with delegated authority to the Director of Department of Health Services or his designee to approve up to two (2) year extension on behalf of Collaborator. Within sixty (60) days prior to the end of the Term, both parties will meet to discuss the possibility of extending the Patient Navigator Site on Collaborator's premises. Accordingly, the parties will mutually agree in writing to amend this MOU or otherwise enter into a new MOU to accurately reflect the parties understanding of the extended term and funding resources available for the Patient Navigator Site after the expiration of the initial Term. Notwithstanding the foregoing, either party may terminate this MOU at any

time with or without cause by providing sixty (60) days prior written notice of termination to the other party.

13. Non-Solicitation: During the term of this MOU, Collaborator and Division each agree not to directly solicit or approach for employment the other party's personnel involved in the performance of this MOU without the written consent of the other party. Any breach of this provision by either party shall be considered material and shall allow the other party to immediately terminate this MOU. Notwithstanding the foregoing, nothing in this MOU shall prohibit either party from posting available positions online, through normal job recruitment channels or, in the case of Collaborator, at conspicuous locations at County facilities. In the event either party's personnel expresses interest in the employment with the other party as a result of such notices and the other party desires to recruit such individual, the party seeking to recruit such personnel shall give reasonable notice of such fact to the other party, and recruitment of such personnel shall not be considered a breach of this MOU.

14. Notices: All notices given under this Agreement shall be in writing and shall be addressed to the parties at their respective addresses set forth below:

If to Division:

American Cancer Society,
California Division, Inc.
3333 Wilshire Blvd., Suite 900
Los Angeles, CA 90010
Attn: Pam Willis
FAX No.: 213-380-6286

If to Collaborator:

Department of Health Services
DHS/ LAC+USC Medical Center
1200 N. State Street, Inpatient Tower
Los Angeles, CA 90033
Attn: Cecil Clark
FAX No.: 323-441-8030

Either party may change its address or its facsimile number for purposes of this Agreement by giving the other party written notice of its new address or facsimile number. Any such notice, if given or made by registered mail, shall be deemed to have been received on the

earlier of the date actually received or the date fifteen (15) calendar days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was properly addressed and posted) and, if given by facsimile transmission, shall be deemed to have been received at the time of dispatch, unless such date of deemed receipt is not a business day, in which case the date of deemed receipt shall be the next such succeeding business day.

15. Governing Law: This MOU shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof, and the laws of that state shall govern all of the rights, remedies, liabilities, powers and duties of the parties under this Agreement and of any arbitrator or mediator to whom any matter hereunder may be submitted for resolution by the parties hereto.

16. No Inference: No provision of this MOU shall be interpreted against any party solely because the party or its legal representatives drafted the provision.

17. No Assignment: Collaborator may not assign this MOU unless such assignment is approved in advance in writing by Division.

18. No Waiver: None of the conditions or provisions of this MOU shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any provisions of this MOU, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

19. Severability: If any provision of this MOU is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this MOU shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a

reasonable substitute for such invalid or unenforceable provision in light of the intent of this MOU.

20. Entire Agreement/Counterparts: This MOU together with the Addendum hereto regarding Division's rights and obligations as a Business Associate as defined therein (and any attachments referred to herein or therein) supersedes all prior MOU's and understandings, written or oral, and represents the entire understanding between Division and Collaborator and shall not be modified except in writing duly executed by both parties. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Tobacco Affiliations:

A. "Tobacco Company" means any company that manufactures tobacco products and is commonly considered to be part of the tobacco industry, including subsidiaries and parent companies, and companies under common control with such company, as well as philanthropic foundations and other organizations closely linked with the tobacco industry.

B. Collaborator represents and warrants that Collaborator (i) does not own 5% or more of a Tobacco Company; and (ii) is not 5% or more owned by a Tobacco Company.

C. Collaborator will adhere to Division's no smoking policy when on Division premises.

22. Insurance/Self Insurance: Prior to commencing activity under this MOU, both parties shall obtain, and thereafter maintain, the following programs of insurance, as specified. Commercial coverage shall be provided by insurance carriers with a minimum A rating by A.M. Best, and each party shall be named on the other party's general liability insurance as an

additional insured. Each party agrees that such insurance policies shall not be canceled without providing the other with at least thirty (30) days written notice.

Both the Division and the Collaborator shall provide:

A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) 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. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which each party is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

The Division also shall provide:

Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident to cover those vehicles the Collaborator must use, if any, to provide the contracted service.

The Collaborator also shall provide:

C. Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act with limits of not less than \$1 million per claim and \$2 million aggregate. Alternatively, Collaborator, at its sole option, may

provide self insurance to comply with the above-specified insurance requirements. Upon request, Collaborator will provide to ACS/NHO Risk Management Director a copy of a Certificate of Insurance or Self-Insurance evidencing such insurance on or before ten (10) days following an execution of this MOU.

23. Survival: paragraph 4(b) (Confidentiality), paragraph 9 (Use of Names/Trademarks/Tradenames), paragraph 10 (Indemnification) paragraph 14 (Governing Law/Dispute Resolution), paragraph 18 (Severability), and paragraph 21 (Insurance) shall survive the termination or the expiration of this MOU.

24. Injunctive Relief: Collaborator recognizes and agrees that the covenants regarding confidentiality and the use of ACS Intellectual Property are reasonably necessary to protect the Division's legitimate interests and also is reasonable with respect to Collaborator's interests. Collaborator agrees that Division may, in addition to other remedies, enjoin Collaborator's violation of the covenants contained in this MOU.

25. Contractor'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 Charitable Contributions Certification, **Attachment 9**, 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)

IN WITNESS WHEREOF, with the intent to be legally bound, the parties have caused this Agreement to be duly executed and entered into this Agreement as of the date and year written below.

COLLABORATOR

AMERICAN CANCER SOCIETY,
CALIFORNIA DIVISION, INC.

By: _____
 Michell H. Katz, M.D.

By: _____

Title: Director of Health Services

Title: _____

Date: _____

Date: _____

ADDITIONAL RESPONSABILITIES OF DIVISION

1. Employee Identification: Contractor's identification badge shall also be worn with County issued badge. Contractor staff, while on duty or when entering LAC+USC Medical Center or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify the County within one business day when staff is terminated from working on this Agreement. County is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Agreement.

If County requests the removal of Contractor's staff, County is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Agreement.

2. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall 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 or if required by Contractor's job description . Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

3. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

4. Physical Examination: Contractor shall ensure that each person who performs services at a Facility site under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual basis or biannual basis, as required by each Facility based on such person's work location. Upon request by Director or his designee, Contractor shall provide County, with evidence that each such person is free of infectious and/or contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility. Such evidence shall include documentation that the person:

- a) received a physical examination, including a chest X-ray or tuberculin skin test, and
- b) is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or anti-body titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

5. Background and Security Investigations: Any time prior to or during term of this Agreement, the County may require that all Contractor staff performing work under this Agreement

undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance, provided that any such method shall fully comply with all applicable state and federal laws. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

County may request that Contractor's staff be immediately removed from working on the County may immediately deny or terminate facility access to Contractor's staff that do not pass such investigation(s) or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

6. Record Retention and Inspection/Audit Settlement: The Contractor shall maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

American Cancer Society Patient Navigator Program
Host Facility Provided Resources

1. The facility must provide a self-contained room with adequate space for a minimum of one full-time, Division employee and an environment that is conducive to the operations of the ACS Patient Navigator Program.
2. The space provided for the ACS Patient Navigator Program must be handicapped accessible and in compliance with the Americans with Disabilities Act.
3. The location of the ACS Patient Navigator Program should have good visibility within the host facility.
4. Access to meeting rooms at the host facility should be made available for education programs and training sessions.
5. The host facility should ensure that the assigned computer meets safety and security requirements and provides antivirus protection, firewalls, etc.
6. The host facility will provide adequate storage for ACS Patient Navigator Program materials and equipment.
7. The ACS Patient Navigator Program space will have a sign clearly identifying it as a service of the American Cancer Society (with ACS logo) and the host facility.
8. The ACS Patient Navigator Program should be listed in the host facility's directory.
9. The ACS Patient Navigator Program space should meet the minimum dimensions of 10" x 12".
10. The host facility will provide (check all that apply): (X) a computer, (X) a printer, (X) Internet access, (X) telephone, (X) long distancing capabilities, () answering machine, (X) voicemail, (X) VCR, () DVD, (X) TV, (X) furnishings and () literature racks.
11. Parking for Division staff will be provided by the host facility.
12. The host facility shall allow ACS Patient Navigators to use business cards to identify themselves as American Cancer society staff. These business cards can be distributed to patients, caregivers, and healthcare providers.
13. The host facility shall provide a computer on-site for patients to access internet educational sites, including www.cancer.org. The computer shall be used by patients to search for health care information.
14. The host facility, upon its approval, shall allow ACS to display ACS collateral material and posters in approved pre-designated display cases.
15. The host facility shall provide all Division staff assigned to MOU with a photo identification badge in accordance with Collaborator's Specifications.

Liaisons:

The host site liaison for the Collaborator will be: Cecil Clark.

The host site liaison for the Division will be: Pam Willis.

Contractor Name American Cancer Society Contract No. H-_____

Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AMERICAN CANCER SOCIETY CONTRACTOR NON-EMPLOYEE AGREEMENT FOR
ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT
AGREEMENT**

(any reference to Copyright Assignment would apply to Information Technology Agreements only)

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

AMERICAN CANCER SOCIETY
CONTRACTOR NAME

Contract No. H- _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for direction of my performance of work under the above-referenced Agreement.

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name: American Cancer Society Contract No. H-_____

Non-Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



American Cancer Society Patient Navigator Program
Constituent Consent for Contact

I _____, (please print name) am aware that I am meeting with an American Cancer Society (“ACS”) Patient Navigator, not a member of my medical team or hospital staff. The purpose of the ACS Patient Navigator Program is to assist me in finding ACS resources that may help me during my treatment. By signing this form, I agree to share information with the patient navigator so that they can connect me to ACS programs and services that might be of interest to me. In addition, I understand that, based on my needs, ACS may also share my information with others to help in my care (e.g. to provide transportation or other services).

The information I provide will be entered into an ACS database to help locate programs and services in my area, and I may be contacted in the future by other ACS staff or volunteers about such programs and services.

Opt-In

I hereby give ACS consent to contact me about:

- ACS programs and services only; or
 ACS programs and services, including fundraising or volunteer opportunities.

 X

 Sign Here

 Date

This consent may be revoked by me at any time (except to the extent that action has already been taken upon this consent) by following the procedures described below.

Please provide the following information:

Address: _____

Phone number(s), best number(s) for contact: _____

Patient Navigator & Site Name: _____, LAC+USC Medical Center

Thank you! All information will be used in accordance with the ACS Privacy Policy available at www.cancer.org. You may opt out by following the procedures described in ACS's Privacy Policy available by calling 1-800-227- 2345 or at www.cancer.org, or by telling the Patient Navigator at your hospital. If you have questions or concerns please contact the Patient Navigator at your hospital or ACS at 1-800- 227-2345.

ATTACHMENT 6

CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "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 employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. 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.

1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission.

The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 “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).

1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. 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 received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.

1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require

the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents 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 the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to 1(800) 711-5366.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and (b) the notification required by section 2.4 shall include, to the extent possible,

all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) 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);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying 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 such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

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

(ii) 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);

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

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

(v) 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.

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies.

Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent

Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent

Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall

provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, 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 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 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. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use 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.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 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.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, 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 this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 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 to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

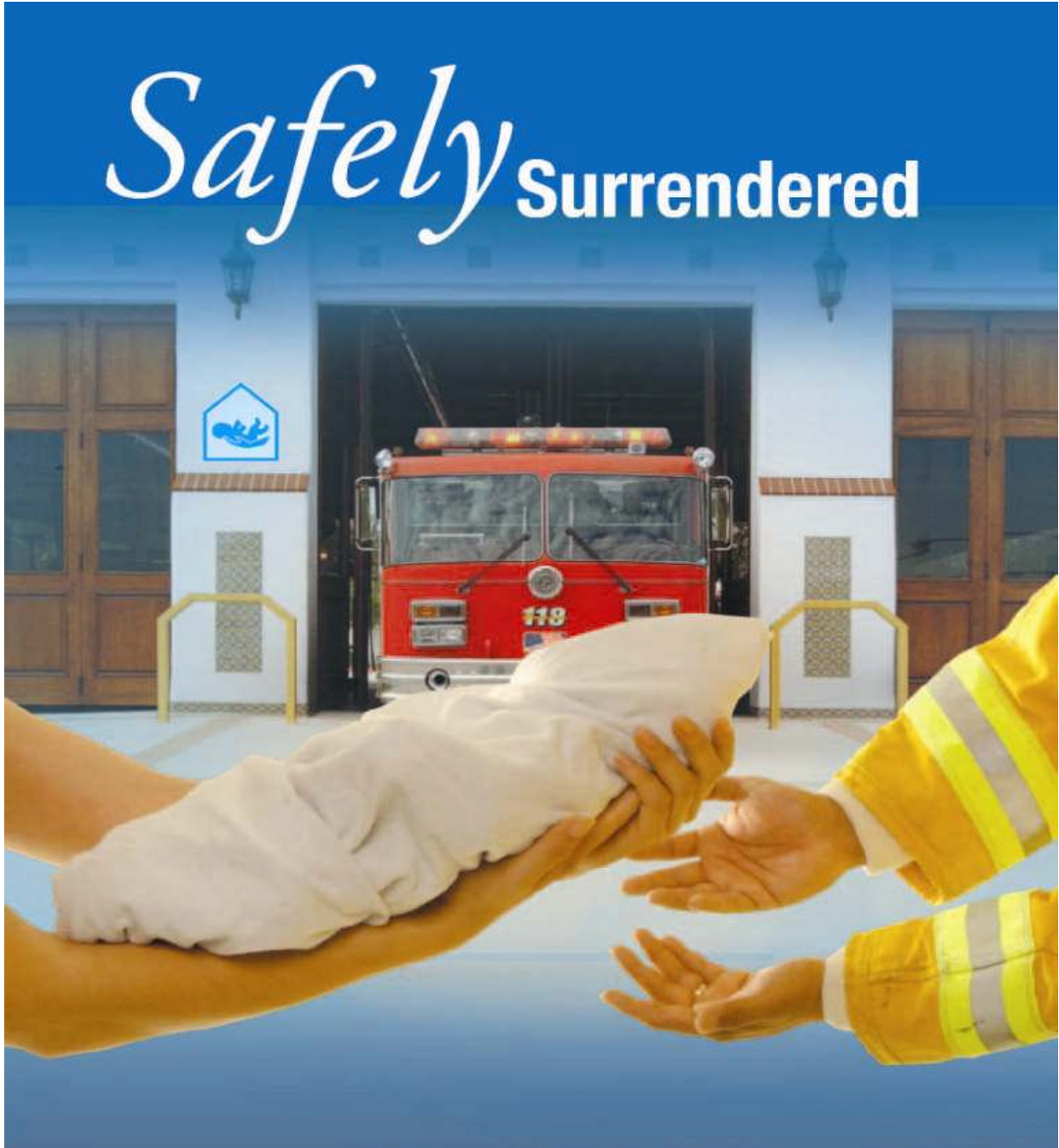
Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

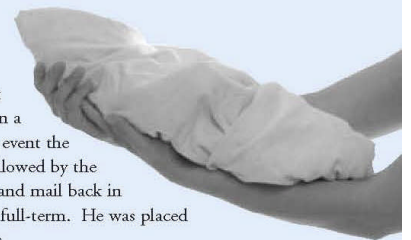
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CHARITABLE CONTRIBUTIONS CERTIFICATE

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

- Proposer or 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 Agreement, 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 (please print)