

## **STANDARD EXHIBITS**

- A COUNTY'S ADMINISTRATION
- B ACADEMIC INSTITUTION'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D INTENTIONALLY OMITTED

## FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

### **CERTIFICATIONS**

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST

### **NON-IT MASTER AGREEMENTS**

- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT  
**OR**
- E4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

### **UNIQUE EXHIBITS**

- F-1 STATEMENT OF WORK/SOW (Attachment I & II)
- G BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- H COUNTY SITE INFORMATION FOR STUDENT PLACEMENT
- I CHARITABLE CONTRIBUTIONS CERTIFICATION

# COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.

**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S CONTRACT ANALYST:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S WORK ORDER DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## ACADEMIC INSTITUTION'S ADMINISTRATION

ACADEMIC INSTITUTION'S NAME:

MASTER AGREEMENT NO.

### ACADEMIC INSTITUTION PROJECT DIRECTOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### ACADEMIC INSTITUTION'S AUTHORIZED OFFICIAL(S):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### NOTICES TO ACADEMIC INSTITUTION:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

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## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**INTENTIONALLY OMITTED**

## **FORMS REQUIRED FOR EACH MASTER AGREEMENT**

### **CERTIFICATIONS**

*This certification is to be executed and returned to County with Contractor's executed Master Agreement.*

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST

### **NON-IT MASTER AGREEMENTS**

- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- OR**
- E4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS SERVICES  
MASTER AGREEMENT**

**CERTIFICATION OF EMPLOYEE STATUS**

\_\_\_\_\_  
Academic Institution Name

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS SERVICES  
MASTER AGREEMENT**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

\_\_\_\_\_  
Academic Institution Name

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

Los Angeles County Code Section 2.180.010.A provides as follows:

**“Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor’s behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ Employee Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master 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 Master 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 Master 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 will result in my immediate release from performance under this and/or any future Master 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 my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master 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 Master 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 must 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ Non-Employee Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master 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 and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master 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 Master 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 Master 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 will result in my immediate release from performance under this and/or any future Master 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.

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 Master 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 Master 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 must 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 Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

# EXHIBIT F STATEMENT OF WORK

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# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

Since 2003, the Los Angeles County (LAC or County) Department of Mental Health (DMH or Department) has engaged in educational partnerships with participating universities and educational institutions in LAC through the DMH Quality, Outcomes, and Training Division's Student Professional Development Programs (hereafter, SPDP).

The goal of the SPDP is to partner and establish an affiliation between DMH and local universities/professional schools to educate and train students in the fields of: nursing, occupational therapy, psychiatric technician, psychology, public administration, social work, marriage and family therapy, and vocational rehabilitation. Students of the affiliated local universities and professional schools have an opportunity to fulfill their required professional academic curriculums, while being exposed to DMH's programs and services across all eight Service Areas (SAs) of the County. Students are trained to deliver comprehensive mental health services to consumers at DMH facilities, while receiving training and supervision. The students also have an opportunity to participate in a variety of clinical trainings and/or conferences. The training and fulfillment of education requirements develops a well-trained workforce that often leads to the permanent employment of the students with the County or contract providers upon graduation.

## 2.0 ADDITION AND/OR REMOVAL OF SPECIFIC TASKS

2.1 All changes must be made in accordance with Subparagraph 8.1 of the Master Agreement (Amendments).

## 3.0 ACADEMIC INSTITUTION'S POLICIES AND PROCEDURES

Upon LAC-DMH'S request, Academic Institution shall provide copies of their policies and procedures necessary to implement and carry out this SOW. Academic Institution shall provide requested copies within three workdays and be in accordance with Subparagraph 8.33 of the Master Agreement (Notices). Such policies and procedures shall include, but are not limited to:

- 3.1 Procedures to implement Section 10.2 (Notification of Training Programs);
- 3.2 Policies regarding the certification of successful completion of a student's training;
- 3.3 Policies regarding student training hours;
- 3.4 Policies regarding the availability of Academic Institution's and DMH's services (e.g., telephone, clerical support, etc.) to students; and
- 3.5 Policies regarding the use of Academic Institution's and DMH's property (e.g., facilities, supplies, equipment, etc.) by students and the responsibility of students to return and/or account for such property.

#### 4.0 ACADEMIC INSTITUTION'S LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

- 4.1 Academic Institution shall obtain and maintain in effect during the term of this Master Agreement, all applicable licenses, permits, registrations, accreditations, and certificates, as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to student training and placement at County's Facility(ies) and services under this Master Agreement.
- 4.2 Academic Institution shall further ensure that all of its officers, employees, and students who perform services hereunder, shall obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates applicable to their performance hereunder.
- 4.3 Academic Institution's training programs shall be fully accredited by a recognized educational institution accreditation body. Such training programs shall have been approved to the extent legally required by the California Department of Education, or their respective equivalent state department or organization. Academic Institution shall provide documentation of such accreditation to the County Director of Mental Health before the execution of the Master Agreement. If such accreditation or approval is discontinued or withdrawn, or both, the Master Agreement shall terminate on the effective date of such withdrawal or termination.

#### 5.0 DEFINITIONS

- 5.1 Academic Institution or Contractor: Local accredited universities and professional schools that train graduate level students toward a degree in a field related to public mental health that have an executed Master Agreement with LAC-DMH.
- 5.2 DMH Field Placement Facility: LAC-DMH directly-operated clinical agencies or administrative sites.
- 5.3 Facilities: LAC-DMH directly-operated clinical agencies or administrative sites.
- 5.4 Quality, Outcomes, and Training Division - Student Professional Development Program (SPDP): A DMH program with the primary focus of partnering with local universities and professional schools to educate and train students in the fields of nursing, occupational therapy, psychiatric technician, psychology, public administration, social work, marriage and family therapy, and vocational rehabilitation, through placement experiences, offering an opportunity to not only fulfill requirements of professional academic curriculums, but also to ensure DMH-specific training and specialized exposure in the area of public mental health for the future workforce.
- 5.5 Students:

5.5.1 Graduate-level students who are enrolled in Academic Institution and are placed at a DMH Field Placement Facility to meet the requirements of a credit course offered by that academic institution, or as part of a practicum or internship leading to a specific degree.

OR

5.5.2 Placement-eligible students who are enrolled in the Academic Institution completing programs leading to State certification, registration, or licensure.

5.6 Student Volunteer Packet: The standard Volunteer paperwork packet required by DMH Human Resources Bureau for processing of all volunteers. For SPDP student applicants, the packet also includes SOW Attachment II - SPDP Student Participation Consent Form.

## 6.0 RESPONSIBILITIES

The County's and the Academic Institution's responsibilities are as follows:

### COUNTY

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 (Administration of the Master Agreement – County). Specific duties will include:

#### 6.1 Personnel

6.1.1 Monitoring the Academic Institution's performance in the daily operation of the Master Agreement;

6.1.2 Providing direction to the Academic Institution in areas relating to policy, information, and procedural requirements; and

6.1.3 Preparing Amendments in accordance with the Master Agreement, Subparagraph 8.1 (Amendments).

#### 6.2 DMH Field Placement Staff:

6.2.1 Program Manager: The Program Manager of the Field Placement Facility authorizes student placements at a DMH Field Placement Facility and designates a Training Coordinator/Field Instructor to ensure each student is supervised by the appropriate level/discipline staff.

6.2.2 Training Coordinator/Field Instructor: The Training Coordinator/Field Instructor is responsible for planning, implementing and overseeing the student's training and placement.

6.2.3 Primary On-Site Supervisor/Preceptor: A designated licensed staff will be the Primary On-site Supervisor who will personally provide the student's weekly, scheduled clinical supervision.

### **6.3 Training and Supervision:**

6.3.1 LAC-DMH will provide training to, and supervision of, Academic Institution's students at a DMH Field Placement Facility.

6.3.1.1 LAC-DMH, will be responsible for providing all clinical supervision to Academic Institution's students.

6.3.1.2 LAC-DMH, will be responsible for delivering mandatory County and DMH-specific trainings and as needed, clinical trainings. The following trainings include, but are not limited to:

1. Sexual Harassment Prevention for Line Staff
2. Health Insurance Portability and Accountability Act (HIPAA)

### **6.4 SPDP, Quality, Outcomes, and Training Division:**

In the placement of students at a DMH Field Placement Facility, SPDP will:

6.4.1 Advise the Academic Institution immediately of any changes in its personnel, policies, or operations which may significantly affect the clinical training of student(s).

6.4.2 Inform the student(s) of the County's and DMH's existing pertinent policies, procedures, rules, and regulations with which the student is expected to comply and orient the student to the County and DMH's operations.

6.4.3 Evaluate the performance of the student(s) on a regular basis, using the forms provided by the Academic Institution for evaluation purposes. The Primary On-Site Supervisor will provide two such evaluations of the student per year.

6.4.4 Advise the Academic Institution promptly of any serious deficiencies noted in the ability of the student(s) to progress toward completion of the training experience. Academic Institution and DMH will then devise a plan to assist the student to achieve the objectives of the training experience.

6.4.5 Terminate any student(s) in training whose performance, as determined by LAC-DMH, is:

6.4.5.1 Determined to be detrimental to the well-being of consumers;

- 6.4.5.2 Knowingly unethical and unprofessional; and/or
- 6.4.5.3 Determined to be so substandard that additional guidance is not likely to help the student toward achievement of practicum or internship objectives.
- 6.4.5.4 **NOTE:** Prior to the termination of any student, LAC-DMH agrees to confer with the Academic Institution's Director of Field Education and/or academic liaison to discuss the reasons for the planned termination.
- 6.4.6 Comply with all federal and State laws, rules, and regulations concerning the confidentiality of student records.
- 6.4.7 Comply with all federal and State laws, rules, and regulations; and, with all professional and ethical guidelines concerning human research if students participate in research activities at the facility.

## **ACADEMIC INSTITUTION**

### **6.5 Director of Field Education**

- 6.5.1 Academic Institution shall provide a full-time Director of Field Education or a designated alternate. Academic Institution shall provide a telephone number where the Director of Field Education may be reached during the hours of 9 a.m. to 5 p.m., PST, Monday through Friday.
- 6.5.2 Director of Field Education shall act as a central point of contact with the County.
- 6.5.3 Director of Field Education or designated alternate shall have full authority to act for the Academic Institution on all matters relating to the daily operation of the Master Agreement.

### **6.6 Personnel**

- 6.6.1 Academic Institution shall make students available for background checks as set forth in Subparagraph 7.5 of the Master Agreement (Background and Security Investigations).

### **6.7 Academic Institution's Administrative Office**

Academic Institution shall maintain an administrative office with a telephone where Academic Institution conducts business. The office shall be staffed during the hours of 9 a.m. to 5 p.m., PST, Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Academic Institution's performance of the Master Agreement. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Academic Institution shall answer calls received by the answering service within forty-eight hours of receipt of the call.**

**7.0 INTENTIONALLY OMITTED****8.0 INTENTIONALLY OMITTED****9.0 INTENTIONALLY OMITTED****10.0 SPECIFIC WORK REQUIREMENTS****10.1 Student Placements**

Academic Institution shall provide eligible students for a DMH Field Placement Facility only as approved by LAC-DMH SPDP. The shared responsibilities of the Academic Institution and County are as follows:

- 10.1.1 The selection of students for placement in a DMH Field Placement Facility will be the shared responsibility of the LAC-DMH SPDP Program Manager, the LAC-DMH Field Placement Facility Program Manager, and the Academic Institution's Director of Field Education; and
- 10.1.2 New student placements and renewal of existing student placements shall be approved by the LAC-DMH SPDP Program Manager, the LAC-DMH Field Placement Facility Program Manager, the LAC-DMH Training Coordinator/Field Instructor, and the Academic Institution's Director of Field Education.
- 10.1.3 Academic Institution shall also submit SOW Attachment I (Notice of Placement Form), to the LAC-DMH SPDP Program Manager prior to the students' intended start date.
- 10.1.4 Upon LAC-DMH SPDP Program Manager's receipt of the SOW Attachment I (Notice of Placement Form), a student "volunteer" packet, including SOW Attachment II (Student Participation Consent Form), will be provided by DMH to the selected students for completion.
- 10.1.5 Academic Institution shall notify the LAC-DMH SPDP Program Manager and the LAC-DMH Training Coordinator/Field Instructor of any students withdrawing from school.

**10.2 Notification of Training Program(s)**

LAC-DMH shall periodically notify the Academic Institution of available student placement training positions and any prerequisites applicable to students who are appropriate for the training program(s).

**10.3 Restrictions, Termination, and Certification of Student Training**

- 10.3.1. Restriction: LAC-DMH may impose restrictions (e.g., suspension from training program, requirement of supervision, limitation of clinical activities, etc.) on the training of any of Academic Institution's students

by giving written notice of the nature and duration of such restriction to Academic Institution. LAC-DMH shall send written reasons for such training restriction to Academic Institution within 10 days after the date any such restriction is imposed. The requirement of written notice and written reasons described in this Subsection 10.3.1 shall not limit the right of LAC- DMH to impose immediate restrictions upon the clinical activities of such students when required in the interests of client care.

10.3.2 Termination: LAC-DMH may immediately terminate the training of any of Academic Institution's students by giving written notice of such termination to Academic Institution. LAC-DMH shall send written notice stating the reason for such termination to Academic Institution within thirty days after the date of termination.

10.3.3 Certification of Training Completion: LAC-DMH shall have the right to refuse to certify that a student of Academic Institution has successfully completed LAC-DMH's training program. All certifications of successful completion of training programs and all refusals of such certifications shall be done in accordance with any policies and procedures regarding certification agreed upon pursuant to Section 3.0 (Academic Institution's Policies and Procedures).

10.3.4 Procedures for Student Disputes: Resolution of any dispute by any of Academic Institution's students against Academic Institution or LAC-DMH as a result of any action taken by Academic Institution or County under Subsections 10.3.1, 10.3.2, or 10.3.3 above or otherwise, shall be the sole responsibility of LAC-DMH and shall be in accordance with the policies and procedures, if any, established by Academic Institution. Upon written request of Academic Institution, LAC-DMH shall cooperate and assist in such resolution by providing non-confidential records or information pertinent to such dispute and otherwise as appropriate and necessary.

#### **10.4 Student Status:**

Notwithstanding any other provision of the Master Agreement, the parties shall agree that each student shall at all times remain the student of Academic Institution. Except as otherwise provided in Section 10.3 (Restriction, Termination, and Certification of Student Training), Subsection 10.3.4 (Procedures for Student Disputes), Academic Institution's students shall at all times be subject to Academic Institution's administrative rules and regulations. Each student shall be required to comply with all rules, regulations, and standards of LAC-DMH's facility unless specifically in conflict, as mutually agreed by LAC-DMH and Academic Institution. LAC- DMH and Academic Institution shall cooperate to acquaint students with the rules and regulations of the facility. Students shall at no time throughout the Master Agreement be considered officers, employees, or agents of the County.

#### **10.5 Records:**

All records in any way concerning the performance of the Master Agreement

shall be available during normal business hours for inspection and audit by the other party and shall be maintained at a location in Southern California.

- 10.5.1 Such records shall include, but are not limited to:
  - 10.5.1.1 A documented record, or learning agreement, of the number of training hours spent by each Academic Institution's students at each facility (e.g., record keeping).
  - 10.5.1.2 Student's signature and student's supervisor's signature on record keeping documentation evidencing student's time spent at a LAC-DMH Facility.
- 10.5.2 30 days after the end of each semester/quarter the documented record or learning agreements must be submitted electronically to the LAC-DMH Training Coordinator/Field Instructor. Such records must include the following:
  - 10.5.2.1 The name of each student involved during the calendar month;
  - 10.5.2.2 The year of training of each such student; and
  - 10.5.2.3 The total number of person-hours each such student spent at the LAC-DMH facility

## **11.0 GREEN INITIATIVES**

- 11.1 Academic Institution shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.1 Academic Institution shall notify County's Project Manager of Academic Institution's new green initiatives prior to Master Agreement commencement.

Listed below are the names of students, contact information, email addresses, discipline, expected year of graduation, DMH agency, and DMH supervisor which has agreed to accept these students:

Last Name	First Name	Mailing Address	City	Zip Code	Phone No.	Email	Discipline	Grad Year	DMH Agency	Supervisor

Unless otherwise indicated, all students will start their placement on: (month/day/year)  and complete their placements on: (month/day/year)

Students will be expected to be at their placement:  hours per week, for  weeks

Check one:            Academic Year             Semester/Quarter             Advanced Standing

Academic Institution:             Field Placement Representative:             Date:

**Please note: Students may NOT begin their placement within Directly Operated DMH sites until authorized by Training and processed through DMH Human Resources Bureau.**

Email completed form to DMH Training Division c/o:            Luis Escalante, [Lescalante@dmh.lacounty.gov](mailto:Lescalante@dmh.lacounty.gov)  
    Jeff Gorsuch, [Jgorsuch@dmh.lacounty.gov](mailto:Jgorsuch@dmh.lacounty.gov)  
    AND Laura Reid, [LReid@dmh.lacounty.gov](mailto:LReid@dmh.lacounty.gov)

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

**STUDENT AGREEMENT BETWEEN**

**THE COUNTY OF LOS ANGELES**

**AND**

**[STUDENT NAME]**

In consideration of my eligibility to participate in affiliated student professional development programs established by [ACADEMIC INSTITUTION NAME] and the Los Angeles County Department of Mental Health, I, [STUDENT NAME], hereby agree and consent to the following:

**ADHERENCE TO RULES AND REGULATIONS**

1. I acknowledge and agree that I will adhere to all policies, procedures, rules and regulations of any County of Los Angeles - Department of Mental Health facility in which I may receive training during my participation in such affiliated student professional development program. I agree to be bound by the policies and procedures established by [ACADEMIC INSTITUTION NAME] to resolve any disputes, including disciplinary actions, between myself and [ACADEMIC INSTITUTION NAME] or the County of Los Angeles - Department of Mental Health facility in which I may receive training pursuant to the affiliated student professional development program.

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**RIGHTS OF MENTAL HEALTH FACILITIES**

2. I acknowledge and agree that the mental health facility in which I may receive training pursuant to the affiliated training program shall have the right to restrict or terminate my participation in the training program and/or to refuse to certify that I have successfully completed the training program. I understand that any such restriction, termination or refusal to certify shall be based upon my actions and performance during the training program and shall be taken in accordance with any and all relevant policies and procedures of such training program.

**AUTHORIZATION TO OBTAIN INFORMATION**

3. I authorize [ACADEMIC INSTITUTION NAME] and the mental health facility in which I may receive training pursuant to such a training program to consult at any time with the

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

administration and members of the faculty of any County of Los Angeles - Department of Mental Health facility with which I have been associated, who may have information bearing on my professional competence, character, physical and mental health status, ethics, and other qualifications, as may reasonably be related to eligibility to perform services in such training mental health facilities. I hereby possess qualifications, as may reasonably be related to my eligibility to perform services in such training mental health facilities. I hereby further consent to the release by the administration of [ACADEMIC INSTITUTION NAME] to County's Director of Mental Health or designee of such records and documents relating to my education and training at [ACADEMIC INSTITUTION NAME] as may be material to an evaluation of my professional qualifications and competence for satisfactory participation in any such mental health facilities' student professional development programs pursuant to such a training program.

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**CONFIDENTIALITY OF MEDICAL RECORDS AND PATIENT INFORMATION**

4. I understand and agree that medical records and patient information are confidential under the law, and that I will not release any such information. I agree to seek guidance should I have any questions about confidentiality.

•  
**RELEASE FROM LIABILITY**

5. I hereby release from liability all employees, agents, and representatives of [ACADEMIC INSTITUTION NAME], County of Los Angeles, and any County of Los Angeles - Department of Mental Health facility in which I may receive training hereunder, including their respective professional staff and staff representatives, for their acts performed in good faith and without malice as an incident to any communication, action, proceeding, performance evaluation, certification, or review undertaken pursuant to this Agreement or otherwise related to my participation in such a training program. I further expressly agree that the above releases shall apply to any act, communication, report, recommendation, or disclosure, and with respect to the named parties in whose favor such releases are given, are intended to, and shall include, all their officers, employees, and agents, and that, in addition to the above specific releases, such parties shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or other disclosure. In furtherance of the foregoing, I agree that, upon request of [ACADEMIC INSTITUTION NAME] or the mental health facility to which I may be assigned under such a training program, I will execute releases in accordance with the tenor and import of this Agreement in favor of any individual or organization specified he

I understand that my signature indicates that I have read, understood, and agreed to be bound by the foregoing and by any and all provisions of California Law applicable to the subject matter addressed herein.

\_\_\_\_\_  
**NAME OF STUDENT (PRINTED)**

\_\_\_\_\_  
**DATE**

**SIGNATURE OF STUDENT:** \_\_\_\_\_

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

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

Academic Institution or Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

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

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

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in

reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the

convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or

other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held

confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

### **3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

### **4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

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

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

- 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
    - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
    - (b) The number of Individuals whose Protected Health Information is involved;
    - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as

whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

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

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

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

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

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

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

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

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

Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

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

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

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

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

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

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

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

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

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

## **11. AVAILABILITY OF RECORDS**

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health

Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate must 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.

## **12. MITIGATION OF HARMFUL EFFECTS**

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

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

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

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

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

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
    - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number,

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

- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

#### **14. INDEMNIFICATION**

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement,

Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

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

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

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

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

18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45

C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

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

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

## **19. AUDIT, INSPECTION, AND EXAMINATION**

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

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

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

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**Department / School Site Information**

Academic Institution Name:

Master Agreement No.:

Department Site Information	Department/School Info.	Department/School Info.	Department/School Info.	Department/School Info.	Department/School Info.
	(Department name and address)	(Department name and address)	(Department name and address)	(Department name and address)	(Department name and address)
	Contact Person	Contact Person	Contact Person	Contact Person	Contact Person
	(Name)	(Name)	(Name)	(Name)	(Name)
	Direct Contact Number	Direct Contact Number	Direct Contact Number	Direct Contact Number	Direct Contact Number
	(Telephone)	(Telephone)	(Telephone)	(Telephone)	(Telephone)
	Email:	Email:	Email:	Email:	Email:
Nursing					
Occupational Therapy					
Psychiatric Technician					
Public Administration					
Social Work					
Marriage and Family Therapy					
Vocational Rehabilitation					
Other: Please specify					

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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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.**

- Vendor 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 Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Vendor 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_