

RESOLUTION AGREEMENT

I. Recitals

1. **Parties.** The Parties to this Resolution Agreement (“Agreement”) are the United States Department of Health and Human Services, Office for Civil Rights (“HHS”) and the Regents of the University of California, on behalf of the University of California at Los Angeles Health System, which includes the UCLA Ronald Reagan Medical Center, the UCLA Santa Monica Medical Center and Orthopedic Hospital, the Resnick Neuropsychiatric Hospital and the Faculty Practice Group of UCLA (“UCLAHS” or “Covered Entity”). HHS and UCLAHS shall together be referred to herein as the “Parties.”

2. **Authority of HHS and Covered Conduct.**

A. **Authority of HHS**

HHS enforces the Federal standards that govern the privacy of individually identifiable health information (45 C.F.R. Part 160 and Subparts A and E of Part 164, the “Privacy Rule”) and the Federal standards that govern the security of electronic individually identifiable health information (45 C.F.R. Part 160 and Subparts A and C of Part 164, the “Security Rule”). HHS has the authority to conduct the investigations of complaints alleging violations of the Privacy and Security Rules by covered entities, and a covered entity must cooperate with HHS’ investigation. 45 C.F.R. §160.306(c) and §160.310(b).

B. **Covered Conduct**

On June 5, 2009 and June 30, 2009, HHS began investigations of two separate complaints alleging that the Covered Entity was in violation of the Privacy and/or Security Rules. The investigations indicated that the following conduct occurred (“Covered Conduct”):

(i) During the period from August 31, 2005 to November 16, 2005, numerous Covered Entity workforce members repeatedly and without a permissible reason examined the electronic protected health information of Covered Entity patients, and during the period from January 31, 2008 to February 2, 2008, numerous Covered Entity workforce members repeatedly and without a permissible reason examined the electronic protected health information of a Covered Entity patient.

(ii) During the period 2005-2008, a workforce member of Covered Entity employed in the office of the Director of Nursing repeatedly and without a permissible reason examined the electronic protected health information of many patients.

(iii) During the period 2005-2008, Covered Entity did not provide and/or did not document the provision of necessary and appropriate Privacy and/or

Security Rule training for all members of its workforce to carry out their function within the Covered Entity.

(iv) During the period 2005-2008, Covered Entity failed to apply appropriate sanctions and/or document sanctions on workforce members who impermissibly examined electronic protected health information.

(v) During the period from 2005-2009, Covered Entity failed to implement security measures sufficient to reduce the risks of impermissible access to electronic protected health information by unauthorized users to a reasonable and appropriate level.

3. **No Admission.** This Agreement is not an admission of liability by Covered Entity.
4. **No Concession.** This Agreement is not a concession by HHS that the Covered Entity is not in violation of the Privacy and/or Security Rules and not liable for civil money penalties.
5. **Intention of Parties to Effect Resolution.** This Agreement is intended to resolve Complaint Nos. 08-82727 and 08-83510 regarding possible violations related to the Covered Conduct of the Privacy and Security Rules promulgated by HHS pursuant to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub.L. 104-191, 110 Stat. 1936. In consideration of the Parties' interest in avoiding the uncertainty, burden, and expense of further investigation and formal proceedings, the Parties agree to resolve these matters according to the terms and conditions below.

II. Terms and Conditions

6. **Payment.** Covered Entity agrees to pay HHS the amount of \$865,500.00 ("Resolution Amount"). Covered Entity agrees to pay the Resolution Amount by electronic funds transfer pursuant to written instructions to be provided by HHS. Covered Entity agrees to make this payment on or before the date it signs this Agreement.
7. **Corrective Action Plan.** Covered Entity has entered into and agrees to comply with the Corrective Action Plan (CAP), attached as Appendix A, which is incorporated into this Agreement by reference. If Covered Entity breaches the CAP, and fails to cure the breach as set forth in the CAP, then Covered Entity will be in breach of this Agreement and HHS will not be subject to the Release set forth in paragraph 8 of this Agreement.
8. **Release by HHS.** In consideration and conditioned upon Covered Entity's performance of its obligations under this Agreement, HHS releases Covered Entity from any actions it may have against Covered Entity under the Privacy and/or Security Rules for the Covered Conduct identified in paragraph 2. HHS does not release Covered Entity from, nor waive any rights, obligations, or causes of action other than those specifically

referred to in this paragraph. This release does not extend to actions that may be brought under section 1177 of the Social Security Act, 42 U.S.C. § 1320d-6.

9. **Agreement by Released Parties.** Covered Entity shall not contest the validity of its obligations to pay, nor the amount of, the Resolution Amount or any other obligations agreed to under this Agreement. Covered Entity waives all procedural rights granted under Section 1128A of the Social Security Act (42 U.S.C. § 1320a- 7a) and 45 C.F.R. Part 160 Subpart E, and HHS claims collection regulations at 45 C.F.R. Part 30, including, but not limited to, notice, hearing, and appeal with respect to the Resolution Amount.

10. **Binding on Successors.** This Agreement is binding on Covered Entity and its successors, transferees, and assigns.

11. **Costs.** Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. **No Additional Releases.** This Agreement is intended to be for the benefit of the Parties only. By this instrument the Parties do not release any claims against any other person or entity.

13. **Effect of Agreement.** This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by both Parties.

14. **Execution of Agreement and Effective Date.** The Agreement shall become effective (i.e., final and binding) upon the date of signing of this Agreement and the CAP by the last signatory (Effective Date).

15. **Tolling of Statute of Limitations.** Pursuant to 42 U.S.C. § 1320a-7a(c)(1), a civil money penalty must be imposed within six years from the date of the occurrence of the violation. To insure that this six-year period does not expire during the term of this agreement, Covered Entity agrees that the time between the Effective Date of this Resolution Agreement (as set forth in paragraph 14) and the date same may be terminated by reason of Covered Entity's breach, plus one-year thereafter, will not be included in calculating the six (6) year statute of limitations applicable to the violations which are the subject of this agreement. Covered Entity waives and will not plead any statute of limitations, laches, or similar defenses to any administrative action relating to the Covered Conduct identified in paragraph 2 that is filed by HHS within the time period set forth above, except to the extent that such defenses would have been available had an administrative action been filed on the Effective Date of this Resolution Agreement.

16. **Disclosure.** HHS places no restriction on the publication of the Agreement. This Agreement and information related to this Agreement may be made public by either

party. In addition, HHS may be required to disclose this Agreement and related material to any person upon request consistent with the applicable provisions of the Freedom of Information Act, 5 U.S.C. § 552, and its implementing regulations, 45 C.F.R. Part 5.

17. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

18. **Authorizations.** The individual(s) signing this Agreement on behalf of Covered Entity represent and warrant that they are authorized by Covered Entity to execute this Agreement. The individual signing this Agreement on behalf of HHS represents and warrants that he is signing this Agreement in his official capacities and that he is authorized to execute this Agreement.

For the Regents of the University of California

/s/

7/5/11

Dr. David Feinberg
CEO, UCLA Hospital System
and Associate Vice Chancellor

Date

For the United States Department of Health and Human Services

/s/

7/6/11

Michael F. Kruley
Regional Manager, Region IX
Office for Civil Rights

Date

Appendix A

CORRECTIVE ACTION PLAN

BETWEEN

THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

I. Preamble

The Regents of the University of California, on behalf of the University of California at Los Angeles Health System, which is a healthcare component of the hybrid entity of the University of California required to comply with the HIPAA Privacy and Security Rules and which includes the UCLA Ronald Reagan Medical Center, the UCLA Santa Monica Medical Center and Orthopedic Hospital, the Resnick Neuropsychiatric Hospital and the Faculty Practice Group of UCLA (“UCLAHS”) hereby enters into this Corrective Action Plan (“CAP”) with the United States Department of Health and Human Services, Office for Civil Rights (HHS). Contemporaneously with this CAP, UCLAHS is entering into a Resolution Agreement with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. UCLAHS enters into this CAP as consideration for the release set forth in paragraph 8 of the Resolution Agreement.

II. Contact Persons and Submissions

A. Contact Persons

UCLAHS has identified the following individual as its authorized representative and contact person regarding the implementation of this CAP and for receipt and submission of notifications and reports:

Marti Arvin, J.D.
Chief Compliance Officer
UCLA Health System
Compliance Office
B of A Bldg.
924 Westwood Blvd., Suite 810
Los Angeles, CA 90024

HHS has identified the following individual as its authorized representative and contact person with whom UCLAHS is to report information regarding the implementation of this CAP:

Michael F. Kruley, Regional Manager, Region IX
Office for Civil Rights
U.S. Department of Health and Human Services
90 7th Street, Suite 4-100
San Francisco, CA 94103
Voice Phone (415)437-8310
FAX (415)437-8329
TDD (415)437-8311
Michael.Kruley@HHS.gov

UCLAHS and HHS agree to promptly notify each other of any changes in the contact persons or the other information provided above.

B. Proof of Submissions. Unless otherwise specified, all notifications and reports required by this CAP may be made by any means, including certified mail, overnight mail, or hand delivery, provided that there is proof that such notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt.

III. Term of CAP

The period of compliance obligations assumed by UCLAHS under this CAP shall begin on the Effective Date and end three (3) years from the date of OCR's approval of the Monitor Plan in section V.E. hereof ("Compliance Period"). However, after this period, UCLAHS shall still be obligated to: (a) submit the Annual Report for the final Reporting Period, as set forth in section VI.B.; and (b) submit the response to the final Monitor report as set forth in section V.E.4; and (c) comply with the document retention requirement set forth in section VII. The Effective Date for this CAP shall be calculated in accordance with paragraph 14 of the Resolution Agreement.

IV. Time

In computing any period of time prescribed or allowed by this CAP, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.

V. Corrective Action Obligations

UCLAHS agrees to the following:

A. Policies and Procedures

1. UCLAHS shall review, revise and maintain, as necessary, existing policies and procedures and develop, implement and maintain, as necessary, written policies

and procedures related to the Covered Conduct that comply with the Federal standards that govern the privacy of individually identifiable health information (45 C.F.R. Part 160 and Subparts A and E of Part 164, the “Privacy Rule”) and the Federal standards that govern the security of electronic individually identifiable health information (45 C.F.R. Part 160 and Subparts A and C of Part 164, the “Security Rule”) (“Policies and Procedures”). UCLAHS Policies and Procedures shall include, but not be limited to, the minimum content set forth in section V.C.

2. UCLAHS shall provide such Policies and Procedures, consistent with paragraph 1 above, to HHS within 60 days of the Effective Date for review and approval. Upon receiving any recommended changes to such Policies and Procedures from HHS, UCLAHS shall have 60 days to revise such Policies and Procedures accordingly and provide the revised Policies and Procedures to HHS for review and approval.

3. UCLAHS shall implement such Policies and Procedures within 60 days of receipt of HHS’ approval.

B. Distribution and Updating of Policies and Procedures

1. UCLAHS shall distribute the Policies and Procedures identified in section V.A. to all members of its workforce who have access to protected health information within 30 days of HHS approval of such Policies and Procedures and to new members of the workforce who have access to protected health information within 30 days of their beginning of service.

2. UCLAHS shall require, at the time of distribution of such Policies and Procedures, a signed written or electronic initial compliance certification from all members of the workforce who have access to protected health information, stating that the workforce members have read, understand or know where to seek information about and will abide by such Policies and Procedures. Such written or electronic certification must be received by the appropriate UCLAHS designee within 30 days of any workforce member’s receipt of the Privacy Policies and Procedures and if such certification is not received that workforce member shall not be permitted to perform any services for UCLAHS that involves protected health information until and unless such certification is received.

3. UCLAHS shall assess, update, and revise, as necessary, the Policies and Procedures at least annually and more frequently if appropriate. UCLAHS shall provide such revised Policies and Procedures to HHS for review and approval, and to the Monitor (described in section V.E.). Within 30 days of the effective date of any approved substantive revisions, UCLAHS shall distribute such revised Policies and Procedures to all members of its workforce who have access to protected health information, and shall require and obtain new compliance certifications from all members of its workforce who have access to protected health information.

C. Minimum Content of the Policies and Procedures and Reportable Events

The Policies and Procedures shall include but not be limited to:

1. Instructions and procedures (a) that address permissible and impermissible uses and disclosures of protected health information by various categories of workforce members and (b) that address security awareness standards, information access management standards, workstation use standards, authorization and/or supervision standards and workforce clearance procedures.

2. Application of appropriate sanctions against members of the Covered Entity's workforce who fail to comply with Policies and Procedures provided for in subparagraph (1) above.

3. Protocols for training all members of the Covered Entity's workforce who have access to protected health information to ensure that they know how to comply with the Policies and Procedures provided for in subparagraph (1) above.

If UCLAHS, after review and investigation, determines that a member of its workforce has failed to comply with the Policies and Procedures referenced in section V.A.1, UCLAHS shall notify in writing HHS and the Monitor described in section V.E. within 30 days. Such violations shall be known as "Reportable Events." The report to HHS and the Monitor shall include the following

(a) A complete description of the event, including the relevant facts, the persons involved, and the provision(s) of the Policies and Procedures implicated; and

(b) A description of UCLAHS' actions taken to respond to the failure to comply, including actions to mitigate any harm, and any further steps UCLAHS plans to take to address the failure to comply and prevent it from recurring.

D. Training

1. All members of the workforce who have access to protected health information shall receive specific training related to the Policies and Procedures within 90 days of the implementation of the Policies and Procedures or within 30 days of their beginning as a member of the workforce.

2. Each individual workforce member who is required to attend training shall certify, in writing or in electronic form, that he or she has received the required training. The training certification shall specify the date training was received. All course materials shall be retained in compliance with section VII.

3. UCLAHS shall review the training annually, and, where appropriate, update the training to reflect changes in federal law or HHS guidance, any issues discovered during audits or reviews, and any other relevant developments.

4. UCLAHS shall prohibit any member of its workforce from using, disclosing, or disposing of protected health information, if that workforce member has not completed the requisite training required by subparagraph (1) above.

E. Monitoring

1. Designation of Independent Monitor. Within 90 days of the Effective Date, UCLAHS shall designate an individual or entity to be a monitor to review UCLAHS' compliance with this CAP ("Monitor"). The Monitor must certify in writing to UCLAHS for submission to HHS that it has expertise in compliance with the Privacy and Security Rules and is able to perform the reviews described below in a professionally independent fashion taking into account any other business relationships or other engagements that may exist. Within the above-referenced time period, UCLAHS shall submit the name and qualifications of the designated individual or entity to HHS for HHS' approval. Upon receiving such approval, UCLAHS shall enter into an engagement with Monitor for the reviews specified below.

2. Monitor Plan. Within ninety (90) days of being approved for service by OCR, the Monitor shall submit to OCR and UCLAHS a written plan, describing with adequate detail, the Monitor's plan for fulfilling the duties set forth in this subsection (Monitor's Plan). Within thirty (30) days of its receipt of the Monitor's Plan, OCR may submit comments and recommended changes to the Monitor's Plan. The Monitor shall make such changes to the Plan as OCR may reasonably have requested. The Monitor shall review the Plan at least annually and shall provide OCR and UCLAHS with a copy of any revisions to the Plan within ten (10) business days of the Monitor's making such revisions. OCR shall have a reasonable opportunity to comment and make recommendations regarding any revisions or modifications at any time while the CAP is in effect. The Monitor shall make such changes to the revisions as OCR may reasonably request.

3. Retention of Records. The Monitor and UCLAHS shall retain and make available to HHS, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the Monitor and UCLAHS) related to the reviews.

4. Description of Monitor Reviews. The Monitor reviews shall investigate, assess and make specific determinations about UCLAHS' compliance with the requirements of this CAP. Among other things, the Monitor will perform unannounced site visits to the various UCLAHS facilities and departments (as determined in the Monitor plan) at least two (2) times a year to determine if workforce members are complying with UCLAHS Policies and Procedures; will interview staff and business associates as needed; and will follow-up on reports of noncompliance with the CAP, including follow-up on reports of Reportable Events.

5. Monitor Review Reports and Response. The Monitor shall prepare a semi-annual report based on the reviews it has performed and provide such report to HHS and UCLAHS. UCLAHS shall prepare a response to the report and provide such response to HHS and the Monitor. The Monitor shall immediately report any significant violations, as determined by the Monitor, of the CAP to HHS and UCLAHS, and UCLAHS shall prepare a response, including a plan(s) of correction, and provide such response to HHS and the Monitor within ten (10) business days of receiving the Monitor's report of a significant violation.

6. Monitor Removal/Termination. If UCLAHS intends to terminate any Monitor during the course of the engagement, UCLAHS must submit a notice explaining its reasons to HHS prior to the termination, unless exigent circumstances require immediate termination. UCLAHS must engage a new Monitor in accordance with this CAP within 90 days of terminating the previous Monitor. In the event HHS has reason to believe that a Monitor does not possess the expertise, independence, or objectivity required by this CAP, or has failed to carry out its responsibilities as set forth in this CAP, HHS may, at its sole discretion, require UCLAHS to engage a new Monitor in accordance with this CAP. Prior to requiring UCLAHS to engage a new Monitor, HHS shall notify UCLAHS of its intent to do so and provide a written explanation of why HHS believes such a step is necessary. In such event, UCLAHS shall propose a new Monitor without unreasonable delay and shall designate a new Monitor, subject to approval by HHS, in accordance with section V.E.1.

7. Validation Review. In the event HHS has reason to believe that: (a) the Monitor reviews or reports fail to conform to the requirements of this CAP; or (b) the Monitor report results are inaccurate, HHS may, at its sole discretion, conduct its own review to determine whether the Monitor reviews or reports complied with the requirements of the CAP are inaccurate ("Validation Review").

Prior to initiating a Validation Review, HHS shall notify UCLAHS of its intent to do so and provide a written explanation of why HHS believes such a review is necessary. To resolve any concerns raised by HHS, UCLAHS may request a meeting with HHS to discuss the results of any Monitor review reports; present any additional or relevant information to clarify the results of the Monitor review to correct the inaccuracy of the Monitor review and/or report; and/or propose alternatives to the proposed Validation Review. UCLAHS shall provide any additional information as may be requested by HHS under this section in an expedited manner. HHS will attempt in good faith to resolve any Monitor review concerns with UCLAHS prior to conducting a Validation Review. However, the final determination as to whether or not to proceed with a Validation Review shall be made at the sole discretion of HHS.

8. The use of the Monitor does not affect HHS' authority to investigate complaints or conduct compliance reviews or audits itself, or the UCLAHS' responsibilities under 45 C.F.R. Part 160, Subpart C.

VI. Implementation Report and Annual Reports

A. Implementation Report. Within 120 days after the receipt of HHS' approval of the Policies and Procedures required by section V.A.1., UCLAHS shall submit a written report to HHS and the Monitor summarizing the status of its implementation of the requirements of this CAP. This report, known as the "Implementation Report," shall include:

1. An attestation signed by an officer of UCLAHS attesting that the Policies and Procedures are being implemented and have been distributed to all appropriate members of the workforce and that UCLAHS has obtained all of the compliance certifications required by sections V.B.2. and V.B.3.;
2. A copy of all training materials used for the training required by this CAP, a description of the training, including a summary of the topics covered, the length of the session(s) and a schedule of when the training session(s) were held;
3. An attestation signed by an officer of UCLAHS attesting that members of the workforce have completed the initial training required by this CAP and have executed the training certifications as required by section V.D.2.;
4. The engagement letter with the Monitor, a summary description of all engagements between UCLAHS and the Monitor, including, but not limited to, any outside financial audits, compliance program engagements, or reimbursement consulting, and the proposed start and completion dates of the first Monitor review;
5. A copy of the certification from the Monitor regarding its professional independence from UCLAHS as required by section V.E.1.;
6. An attestation signed by an officer of UCLAHS listing all UCLAHS locations (including locations and mailing addresses), the corresponding name under which each location is doing business, the corresponding telephone numbers and fax numbers, and attesting that each such location is in compliance with the obligations of this CAP; and
7. An attestation signed by an officer of UCLAHS stating that he or she has reviewed the Implementation Report, has made a reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

B. Annual Reports. The one-year period beginning on the Effective Date and each subsequent one-year period (or any portion of the one-year period at the end of the term hereof) during the course of the period of compliance obligations shall be referred to as "the Reporting Periods." UCLAHS also shall submit to HHS and the Monitor Annual Reports with respect to the status of and findings regarding UCLAHS' compliance with this CAP for each of the Reporting Periods. UCLAHS shall submit each Annual Report to HHS no later than 90 days after the end of each corresponding Reporting Period. The Annual Report shall include:

1. A schedule, topic outline, and copies of the training materials for the training programs attended in accordance with this CAP during the Reporting Period that is the subject of the report;

2. An attestation signed by an officer of UCLAHS attesting that it is obtaining and maintaining written or electronic training certifications from all persons that require training that they received training pursuant to the requirements set forth in this CAP;

3. A summary/description of all engagements between UCLAHS and the Monitor, including, but not limited to, any outside financial audits, compliance program engagements, or reimbursement consulting, if different from what was submitted as part of the Implementation Report;

4. A summary of Reportable Events (defined in section V.C. hereof) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;

5. An attestation signed by an officer of UCLAHS attesting that he or she has reviewed the Annual Report, has made a reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

VII. Document Retention

UCLAHS shall maintain for inspection and copying all documents and records relating to compliance with this CAP for six (6) years from the Effective Date.

VIII. Breach Provisions

UCLAHS is expected to fully and timely comply with all provisions of its CAP obligations.

A. Timely Written Requests for Extensions. UCLAHS may, in advance of any due date set forth in this CAP, submit a timely written request for an extension of time to perform any act or file any notification or report required by this CAP. A “timely written request” is defined as a request in writing received by HHS at least five (5) business days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

B. Notice of Breach and Intent to Impose CMP. The Parties agree that a breach of this CAP by UCLAHS constitutes a breach of the Resolution Agreement. Upon a determination by HHS that UCLAHS has breached this CAP, HHS may notify UCLAHS of: (a) UCLAHS’ breach; and (b) HHS’ intent to impose a civil money penalty (CMP) pursuant to 45 C.F.R. Part 160 for the Covered Conduct set forth in paragraph 2 of the Resolution Agreement and any other conduct that constitutes a

violation of the Privacy Rule or Security Rule (this notification is hereinafter referred to as the “Notice of Breach and Intent to Impose CMP”).

C. UCLAHS’ Response. UCLAHS shall have 30 days from the date of receipt of the Notice of Breach and Intent to Impose CMP to demonstrate to HHS’ satisfaction that:

1. UCLAHS is in compliance with the obligations of the CAP cited by HHS as being the basis for the breach;
2. The alleged breach has been cured; or
3. The alleged breach cannot be cured within the 30-day period, but that:
(i) UCLAHS has begun to take action to cure the breach; (ii) UCLAHS is pursuing such action with due diligence; and (iii) UCLAHS has provided to HHS a reasonable timetable for curing the breach.

D. Imposition of CMP. If at the conclusion of the 30-day period, UCLAHS fails to meet the requirements of section VIII.C. to HHS’ satisfaction, HHS may proceed with the imposition of a CMP against UCLAHS pursuant to 45 C.F.R. Part 160 for the Covered Conduct set forth in paragraph 2 of the Resolution Agreement and any other conduct that constitutes a violation of the Privacy Rule or Security Rule. HHS shall notify UCLAHS in writing of its determination to proceed with the imposition of a CMP.

/s/ **For the Regents of the University of California**

Dr. David Feinberg
CEO, UCLA Hospital System
and Associate Vice Chancellor

7/5/11
Date

For the United States Department of Health and Human Services

/s/

Michael F. Kruley
Regional Manager, Region IX
Office for Civil Rights

7/6/11
Date