LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service

July 19, 2011

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

Dear Supervisors:

APPROVE STUDENT AFFILIATION AGREEMENT
WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA
SCHOOL OF PHARMACY
(ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval and execution of a Student Affiliation Agreement (Agreement) with the University of Southern California (USC) for a field educational program for USC School of Pharmacy students.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Agreement with USC for a field educational program for USC School of Pharmacy students to be conducted at the Department's jail facilities, with no monetary obligation required between the parties, effective upon Board approval for a period of one year, with four, one-year option periods.

2. Delegate authority to the Sheriff to execute amendments to the attached Agreement, including exercising the option terms, provided there is no cost to Los Angeles County (County) and the amendments are first approved by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow USC School of Pharmacy students to participate in a student field education program at Department jail facilities. The student field education program provides specialized training and experience to students in the field of pharmacy. Training provides a mutual benefit to the Department and the students, whereby the students receive supervised training and experience directly from the Department within, the County jail facilities, and the Department benefits by the provision of services to inmate patients. Furthermore, this additional workforce serves as a potential recruitment pool for the Department.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness; Goal 2, Children, Family and Adult Well-Being; and Goal 4, Health and Mental Health. This Agreement provides additional pharmaceutical services to inmate patients through the benefits of additional workforce.

FISCAL IMPACT/FINANCING

There are no monetary obligations between the parties under the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board has previously approved affiliation agreements between the County and various public and private educational institutions, authorizing teaching institutions to utilize County facilities to provide educational experiences to students seeking training and experience in the health professions.

The Agreement provides for mutual indemnification by the parties. The Agreement may be terminated by either party with or without cause with 30 days advance written notice. There is no monetary obligation under the Agreement from one party to the other.

USC School of Pharmacy is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

County Counsel has reviewed and approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Agreement will allow the Department to provide USC School of Pharmacy students with training and experience in County jail facilities and assist in recruiting such students into the Department's health care system.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter and two original executed copies of the Agreement to the Department.

Sincerely,

LEROY D. BACA
Sheriff

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Enclosures

STUDENT AFFILIATION AGREEMENT
USC SCHOOL OF PHARMACY PROGRAM

UNIVERSITY OF SOUTHERN CALIFORNIA
AND
COUNTY OF LOS ANGELES

This STUDENT AFFILIATION AGREEMENT (hereinafter "Agreement") is made and entered into on the _____ day of _____, 2011, by and between the UNIVERSITY OF SOUTHERN CALIFORNIA on behalf of its School of Pharmacy, whose principal place of business is 1985 Zonal Avenue, Los Angeles, California 90089 (hereinafter "University") and COUNTY OF LOS ANGELES on behalf of the Los Angeles County Sheriff's Department, Medical Services Bureau, whose principal place of business is 450 Bauchet Street, E877, Los Angeles, California 90012 (hereinafter "County").

RECITALS

A. WHEREAS, University has a graduate curriculum in Pharmacy, and field experience is a required and integral component of that curriculum; and

B. WHEREAS, County, through the Los Angeles County Sheriff's Department, has established and operates Medical Services Bureau facilities within the Correctional Services Division (hereinafter "LASD Facility" or "LASD Facilities"); and

C. WHEREAS, University desires the cooperation of County in implementing a field educational program in Pharmacy at LASD Facilities and training University students in the practical applications of Pharmacy (hereinafter "Program"); and

D. WHEREAS, County will benefit from the contributions of the students participating in the Program; and

E. WHEREAS, County and University have found it to be in their mutual interest for County to authorize University to utilize certain LASD Facilities for the purpose of providing field experience and training as described herein; and

F. WHEREAS, this Agreement is authorized by California Government Code Section 31000 and otherwise.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for good and valuable consideration, University and County hereby agree as follows:

1. UNIVERSITY RIGHTS AND RESPONSIBILITIES

A. To establish the educational objectives for the Program and to implement the Program pursuant to these objectives.

B. To assign students to LASD Facilities who meet University's requirements and qualifications to participate in the Program.

C. To appoint a faculty member as "Program Director" to administer University's responsibilities related to the Program.

D. To establish and maintain ongoing communication with the Preceptor as defined below, regarding the Program.

E. To notify the Preceptor at a time mutually agreed upon, of University's planned schedule of students' assignments, including the names of the students, level of academic preparation, and length and dates of the field experiences.

F. To confirm that students obtain and maintain adequate health insurance coverage during the time that students participate in the Program and to provide evidence of such coverage to County, at County's request.

G. If applicable, to provide to students participating in the Program training regarding exposure to blood-borne pathogens.

H. To ensure that all students participating in the Program at County will have and maintain professional liability insurance consistent with and in the coverage amounts set forth in Section 19(C)(5) below.

I. To direct the assigned students to comply with the existing pertinent rules and regulations of County and all reasonable directions given by qualified County personnel.

J. To inform County in the event that a student withdraws from the Program or otherwise is unable to complete the Program.

K. To ensure that all students have: (i) current measles, mumps, rubella, varicella and tetanus/ diphtheria immunizations; (ii) annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within normal limits; (iii) a Hepatitis B Series or a Signed waiver declining immunization; and (iv) current CPR certification.

L. To obtain from each Student and provide to County, prior to a student's entrance into the Program, a signed Agreement for Participation in Field Experience and Training at LASD Facilities, attached hereto as Exhibit E.

M. To use their best efforts to establish the educational objectives for the Program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the field experience.

2. COUNTY RIGHTS AND RESPONSIBILITIES

A. To cooperate with University in establishing and implementing the Program at County.

B. To provide a qualified Preceptor for each student participating in the Program. Selection of Preceptor will be mutually agreed upon by University and County prior to the commencement of each field experience. Preceptor will be responsible for the supervision of students at all times while students are at County. Preceptor's responsibilities include the following:

1. Orient the student to County;
2. Monitor student's attendance and meet with student at regular intervals;
3. Submit a final evaluation report of the student's activities; and
4. Any other responsibilities mutually agreed upon by the parties.

C. No person shall act as Preceptor without the prior written approval of University. In the event the Preceptor subsequently becomes unacceptable and University so notifies County in writing, County will replace such individual with another Preceptor mutually agreed upon by the parties.

D. To provide field experiences in accordance with the mutually agreed upon goals and objectives of the Program. On-site visits will be arranged when feasible and/or upon request by University. County shall advise University of any changes in its personnel, operation, or policies that may materially affect the students' field experiences or the Program at LASD Facilities.

E. To ensure that students are given duties commensurate with their skills and experience.

F. To provide the physical facilities, resources, equipment, and all other items necessary to operate the Program at LASD Facilities, including use of library facilities, reasonable work space, and storage space.

G. To determine the number of students which it can accommodate during a given period of time and notify University promptly at least thirty (30) days prior to the commencement of the Program.

H. To provide the assigned students with copy of the LASD Facility's existing pertinent rules and regulations with which the students are expected to comply.

I. To make available, whenever reasonably necessary, emergency health care for the assigned students, the cost of which shall be borne by the students.

J. To comply with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws, rules and regulations concerning the confidentiality of student records, and laws, rules and regulations, if any, applicable to LASD Facilities relating to criminal background checks.

K. To comply with all applicable requirements of any accreditation authority and to permit the authorities responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by County for purposes of the Program. County acknowledges that the Accreditation Council for Pharmacy Education, Guideline 28.3, provides that training sites should have the following characteristics, and County represents that it has such characteristics:

1. Meets or exceeds all legal and professional standards required to provide patient care;
2. Has a patient population that exhibits diversity in culture, medical conditions, gender, and age, where appropriate;
3. Has an adequate patient population based on the learning objectives for the rotation ;
4. Has access to learning and information resources;
5. Has a commitment to the education of pharmacy students;
6. Has management that is supportive of professional staff involvement in the education of pharmacy students;
7. Has a practice environment that nurtures and supports pharmacist and student interactions with patients;
8. Provides daily contact with the Preceptor or a qualified designee to ensure that students receive feedback and have opportunities to ask questions;
9. Is adequately equipped with the technology needed to support student training and to reflect contemporary practice;
10. Provides medication therapy management and patient care services for diverse populations;
11. Has adequate professional staff and supportive technical and clerical staff to meet the learning objectives and to provide for optimum time for Preceptor and student interaction;
12. Provides educational workshops for patients and other health care providers; and
13. Serves as an accredited site for training of pharmacy residents and has collaborative professional and/or training relationships with other health care providers.

L. To comply with all federal, state, and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.

M. To conduct a background screening of all University employees and students who participate in the Program to determine suitability for Program participation within the LASD Facilities.

N. To use their best efforts to establish the educational objectives for the Program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the field experience.

3. WITHDRAWAL OF STUDENTS

A. County may immediately remove from LASD Facilities any student who poses an immediate threat or danger to personnel or to the quality of clinical services or for unprofessional behavior. Notwithstanding the foregoing, County shall confer with the Clinical Coordinator regarding the concerns relating to the student in advance of such removal, whenever possible.

B. County may request University to withdraw or dismiss a student from the Program at LASD Facilities when his or her clinical performance is unsatisfactory to the LASD Facility or his or her behavior, in County's reasonable discretion, is disruptive or detrimental to the LASD Facility and/or its patients.

4. APPLICABLE DOCUMENTS

This base document, including Exhibits A through E attached hereto and incorporated herein by this reference, and any executed amendments hereto or thereto, collectively constitute the Agreement.

5. COMPLIANCE WITH APPLICABLE LAW

A. In the performance of this Agreement, University shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. University shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by University, its officers, employees, students, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to University's indemnification obligations under this paragraph shall be conducted by University and performed by counsel selected by University and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event University fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from University for all such costs and expenses incurred by County in doing so.

University shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

6. NON-DISCRIMINATION

The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap or national origin.

7. STUDENTS NOT UNIVERSITY OR COUNTY EMPLOYEES

The parties hereto agree that University's students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, University's students are not to be considered employees of either University or County for any purpose, including Worker's Compensation or employee benefit programs. The parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of County.

8. TERM

This Agreement shall commence upon execution by both parties and shall continue in full force and effect for a period of one (1) year, unless sooner extended or terminated, in whole or in part, as provided herein. County has the option, at the Sheriff's sole discretion and upon notice to University no less than thirty (30) days prior to the end of the current period of the term, to extend the term of this Agreement for up to four (4) additional one-year periods. The total term of the Agreement shall not exceed five (5) years. Such extensions shall be in the form of a written Amendment executed by both parties.

9. TERMINATION

Except as otherwise provided herein, this Agreement may be terminated by either party with or without cause upon at least thirty (30) days advance written notice, provided that all students currently enrolled in the Program at LASD Facilities at the time of notice of termination shall be given the opportunity to complete their clinical Program at the LASD Facilities, which completion shall not exceed sixty (60) days.

10. INDEPENDENT CONTRACTOR

Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. University shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to County for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

11. ASSIGNMENT

Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey, or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of University and County.

12. NO MONETARY OBLIGATION

There shall be no monetary obligation hereunder between University or County to each other, or by County to any student or to any University instructor participating in the training Program hereunder.

13. STUDENT SELECTION AND TERMINATION

University shall select the participating students from University's student body subject to approval of the Unit Commander, Medical Services Bureau or his/her authorized designee. University or Unit Commander may discontinue the assignment of any student to the Program at any time.

14. PHYSICAL EXAMINATION

A. University shall ensure that all of its instructors, students, and any other persons of University on County property have undergone and successfully passed a current physical health examination. Such physical health examinations shall be required at least once a year and shall be performed at no cost to County. Upon request and to the extent legally permissible, all examination results shall be provided to County.

B. Such physical health examinations, for all persons referenced in this paragraph above, performed by a person lawfully authorized to perform such an examination, shall be required for obtaining observational and practical clinical experience at County and shall be performed no earlier than one (1) year prior to the commencement of the training or provision of services hereunder. Written examination reports, signed by the person performing the examination, shall verify that University's participating students, and any person other person of University to be on County property are medically able to perform assigned duties.

C. Initial examination for tuberculosis shall include a tuberculin skin test using the Mantoux test method using a five (5) Tuberculin Unit dose of PPD tuberculin stabilized with Tween-80, the result of which is read and recorded in millimeters of in duration. If the result is positive, a chest x-ray shall be obtained. A skin test need not be performed on a person with a documented positive reaction to PPD but a baseline chest x-ray shall be obtained. After a baseline chest x-ray has been obtained, persons with a previously positive tuberculin skin test shall be evaluated and assessed for TB symptoms followed by a chest x-ray only if symptoms are present. The results of the chest x-ray must also be recorded.

D. An annual skin test for tuberculosis shall be performed on individuals with a previously documented negative tuberculin skin test. If an individual with a previously documented negative skin test has a subsequent positive reaction, a chest x-ray shall be obtained. All University's students and any other person of University to be on County property shall be instructed at the time of TB screening to report any symptoms suggestive of tuberculosis to their immediate supervisor as soon as they occur.

E. University's students and any other person of University to be on County property shall also be tested for Hepatitis B.

F. University's students, and any other person of University to be on County property must be free of any and all infectious diseases, and shall be made aware of recommended vaccinations for preventable diseases that can be prevented by vaccination.

15. LASD FACILITY RULES AND REGULATIONS

Students and other persons of University at LASD Facilities shall be subject to the LASD Facility rules and regulations, among other things.

16. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, or political affiliation, in accordance with all applicable requirements of Federal and State law.

17. NON-DISCRIMINATION IN STUDENT SELECTION

The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

18. UNLAWFUL SOLICITATION

University shall inform those students and other persons of University involved in this training Program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. University agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

19. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

University shall indemnify, defend, and hold harmless County and 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, and expenses (including attorney and expert witness fees), arising from or connected with the acts and/or omissions of University, including its students, Program Director, employees, and faculty participating in the Program, arising from and/or relating to this Agreement.

County shall indemnify, defend, and hold harmless University, it officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting University's indemnification of County, and in the performance of this Agreement, during the term of this Agreement, and until all of its obligations pursuant to this Agreement have been met, University shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at University's own expense. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon University pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect University for liabilities which may arise from or relate to this Agreement.

1. Evidence of Coverage and Notice to County

Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the University's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to University's policy expiration dates. County reserves the right to obtain complete, certified copies of any required University and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the University identified

as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by University, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Medical Services Bureau
Attention: Captain Michael Kwan
450 Bauchet Street, M-4137
Los Angeles, California, 90012

University also shall promptly report to County any injury or property damage accident or incident, including any injury to a University employee or student occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to University. University also shall promptly notify County of any third party claim or suit filed against University or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against University and/or County.

2. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under University's General Liability policy with respect to liability arising out of University's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of University's acts or omissions, whether such liability is attributable to University or to County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, University's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4. Failure to Maintain Insurance

University's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may immediately suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from University resulting from said breach.

5. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6. University's Insurance Shall Be Primary

University's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to University. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any University coverage.

7. Waivers of Subrogation

To the fullest extent permitted by law, University hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. University shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8. Subcontractor Insurance Coverage Requirements

University shall include all subcontractors as insureds under University's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. University shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and University as additional insureds on the sub-contractor's General Liability policy. University shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

9. Deductibles and Self-Insured Retentions (SIRs)
University's policies shall not obligate County to pay any portion of any University deductible or SIR. County retains the right to require University to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing University's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10. Claims Made Coverage
If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. University understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

11. Application of Excess Liability Coverage
University may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12. Separation of Insureds
All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13. Alternative Risk Financing Programs
County reserves the right to review, and then approve, University use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

14. County Review and Approval of Insurance Requirements
County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million

Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of University's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If University will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to University's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $3 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

5. Professional Liability/Errors and Omissions insurance covering liability of University and its students, Program Director, employees, and faculty participating in the Program arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, University understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

20. STUDENT STATUS

Students of University shall not be deemed employees of County during the hours in which they are assigned to the Program.

21. CONFIDENTIALITY

University agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. University further agrees to inform each student and University instructor participating in the training Program hereunder of the provisions of such confidentiality laws.

22. ACCREDITATION AND STATE APPROVAL

University's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to the LASD Unit Commander. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

23. FAIR LABOR STANDARDS

Each party warrants that it fully complies with all applicable provisions of the Federal Fair Labor Standards Act as it now exists or is hereafter amended, and shall indemnify, defend, and hold harmless the other party, its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees as a result of a violation under any wage and hourly law including, but not limited to, the Federal Fair Labor Standards Act as it now exists or is hereafter amended.

24. EMPLOYMENT ELIGIBILITY VERIFICATION

Each party warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Each party shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Each party shall retain such documentation for all covered employees for the period prescribed by law. Each party shall indemnify, defend, and hold harmless the other party, its officers and employees from employer sanctions and any other liability which may be assessed in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons of the indemnifying party who perform services under this Agreement.

25. COUNTY LOBBYISTS

University and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by University, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of University, any County lobbyist, or County lobbying firm retained by University to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may in its sole discretion immediately terminate or suspend this Agreement.

26. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate University's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing University's compliance with all contract terms and performance standards. University's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

27. UNIVERSITY RESPONSIBILITY AND DEBARMENT

A. A responsible University is an University who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Universities.

B. University is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the University on this Agreement or other Agreements, which indicates that University is not responsible, County may, in addition to other remedies provided in this Agreement, debar University from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, and terminate any or all existing agreements the University may have with County.

C. County may debar an University if the Board of Supervisors finds, in its discretion, that University has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on the University's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that University may be subject to debarment, the Department will notify the University in writing of the evidence which is the basis for the proposed debarment and will advise the University of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The University and/or the University's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the University should be debarred, and, if so, the appropriate length of time of the debarment. The University and the Department shall be provided an opportunity to object to

the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a University has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the University has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of University.

28. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

University shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

29. RECYCLED-CONTENT BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, University agrees to use recycled content bond paper to the maximum extent possible on the Program.

30. TERMINATION FOR IMPROPER CONSIDERATION

A. County may, by written notice to University, immediately terminate the right of University to proceed under this Agreement if it is found that consideration, in any form, was offered or given by University, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the University's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against University as it could pursue in the event of default by the University.

B. University shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

C. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

31. UNIVERSITY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

A. University acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting University's duty under this Agreement to comply with all applicable provisions of law, University warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of University to maintain compliance with the requirements set forth in "University's Warranty of Adherence to County's Child Support Compliance Program" paragraph immediately above shall constitute a default by University under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by University to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of University, pursuant to County Code Chapter 2.202.

33. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). University understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and HITECH, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA and HITECH.

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

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

34. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled University Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code attached hereto as Exhibit B. The Jury Service Program applies to both University and their subcontractors.

B. Written Employee Jury Service Policy

1. Unless University has demonstrated to the County's satisfaction either that University is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that University qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), University shall have and adhere to a written policy that provides that its employees shall receive from the University, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the University or that University deduct from the employee's regular pay the fees received for jury service. If University does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then University must so indicate in the Certification Form and Application for Exception, attached hereto as Exhibit B, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing University's application, County will determine, in its sole discretion, whether University falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of University. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) University has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If University uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If University is not required to comply with the Jury Service Program when this Agreement commences, University shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and University shall immediately notify County if University at any time either comes within the Jury Service Program's definition of "Contractor" or if University no longer qualifies for an exception to the Jury Service Program. In either event, University shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that University demonstrate to the County's satisfaction that University either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that University continues to qualify for an exception to the Program.

4. University's violation of this sub-paragraph of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar University from the award of future County contracts for a period of time consistent with the seriousness of the breach.

35. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

University shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this Agreement and also available on the internet at www.babysafela.org for printing purposes.

36. UNIVERSITY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

University acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. University understands that it is the County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at contractor's place of business. University will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply University with the poster to be used.

37. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should University require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, University shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

38. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should University require additional or replacement personnel after the effective date of this Agreement, University shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the University's minimum qualifications for the open position. For this purpose, consideration shall mean that University will interview qualified candidates. County will refer GAIN/GROW participants by job category to University.

39. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

University acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless University qualifies for an exemption or exclusion, University warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached hereto as Exhibit C. University's Certification of Compliance with County's Defaulted Property Tax Reduction Program is also attached hereto as Exhibit C.

40. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of University to maintain compliance with the requirements set forth in the "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" paragraph immediately above shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of University to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of University, pursuant to County Code Chapter 2.206.

41. UNIVERSITY'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification, attached hereto as Exhibit D, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

42. ADVERTISING

No party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other party.

43. AMENDMENTS

No change or modification to this Agreement shall be effective unless in the form of a written amendment executed by both parties.

44. SEVERABILITY

If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

45. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

46. NO WAIVER

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

47. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

48. NOTICE

All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by overnight mail to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.

49. AUTHORITY TO SIGN

The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

50. NO THIRD PARTY BENEFICIARIES

This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

51. ENTIRE AGREEMENT

This Agreement, including Exhibits A through E, contains the entire understanding of the parties with respect to the subject matter hereof and fully supersedes any and all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Agreement.

STUDENT AFFILIATION AGREEMENT
USC SCHOOL OF PHARMACY PROGRAM

IN WITNESS WHEREOF, University has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

UNIVERSITY OF SOUTHERN CALIFORNIA
on behalf of the School of Pharmacy

By Robert A. Cooper
Robert Cooper
Vice Provost for Planning and Budget

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By Michele Jackson
Deputy County Counsel

Exhibit A

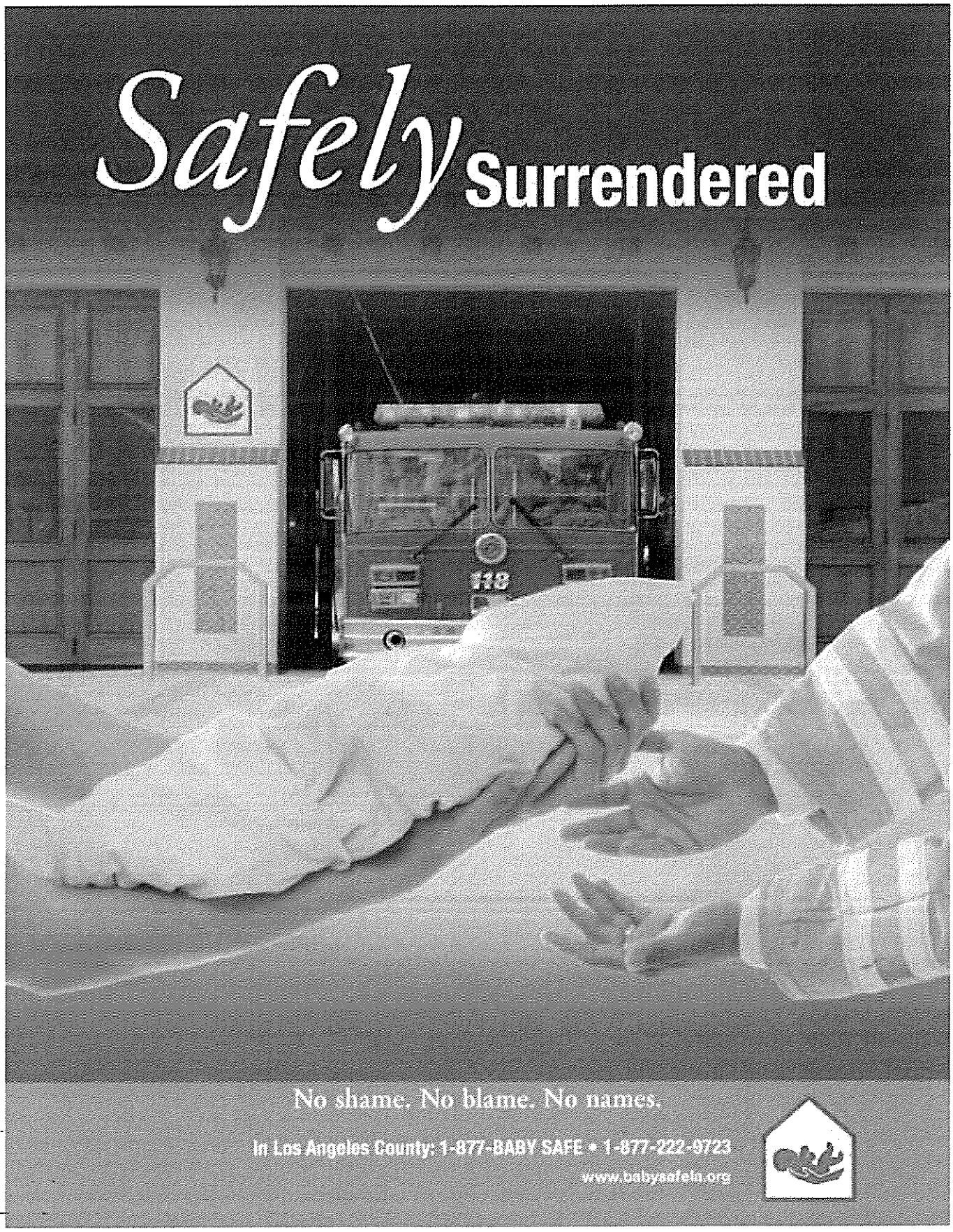

Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafeln.org

Exhibit A

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

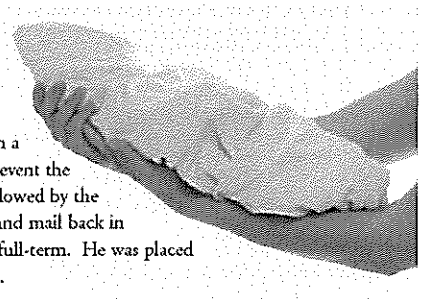
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

Exhibit A

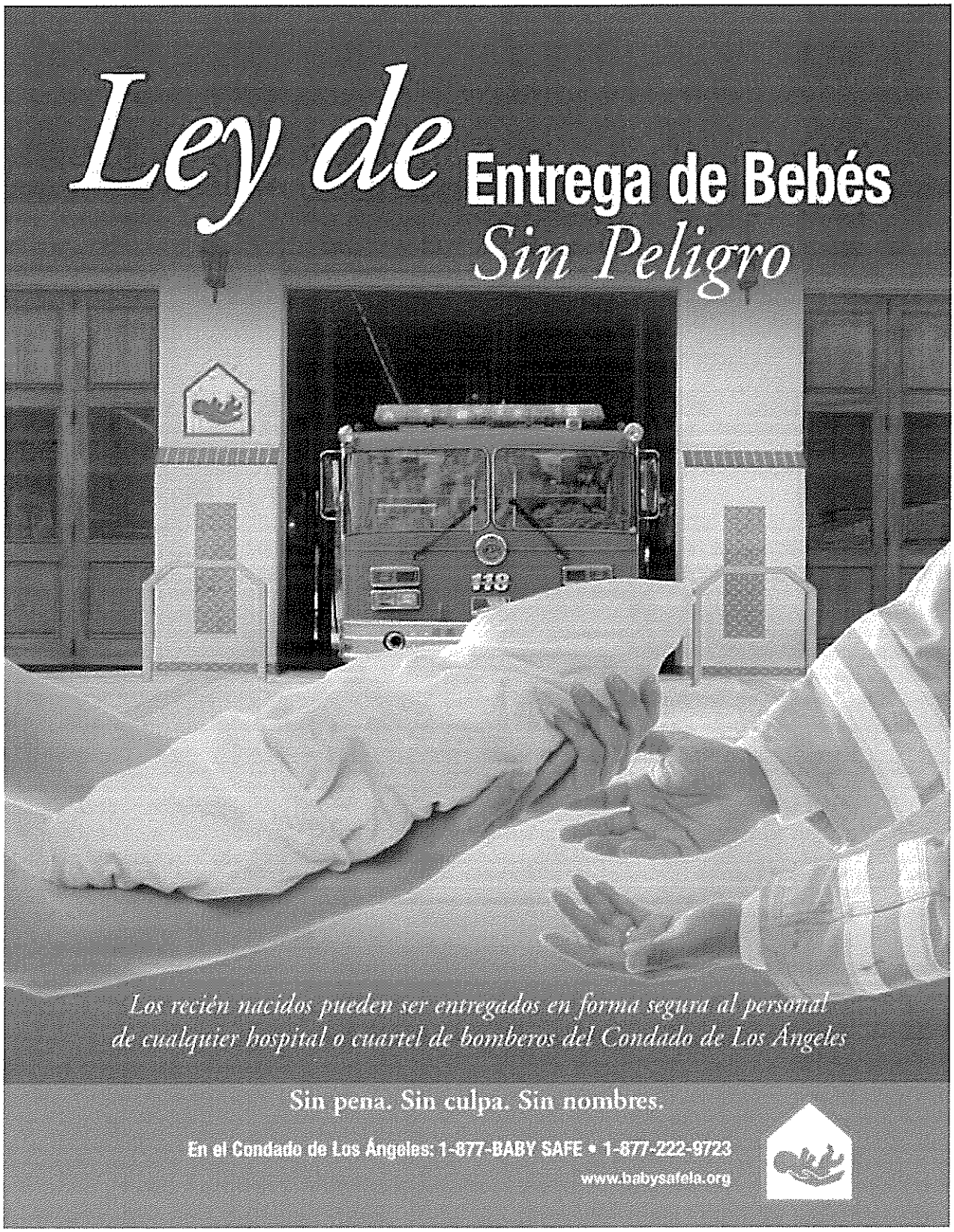

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Exhibit A

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

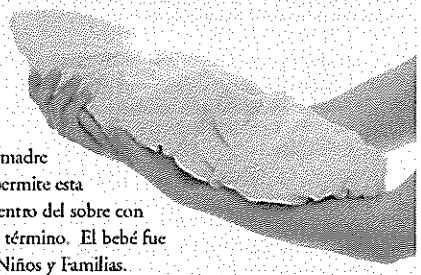
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,
   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Exhibit B

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

This Agreement is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the University is excepted from the Program.

Company Name: **University of Southern California**		
Company Address: **1985 Zonal Avenue**		
City: **Los Angeles**	State: **California**	Zip Code: **90089**
Telephone Number:		
Student Affiliation Agreement		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Robert A. Cooper Vice Provost for Planning & Budget	Title:
Signature: Robert A. Cooper	Date: 04/22/2011

Exhibit C

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

Exhibit C

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Exhibit C

CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: **University of Southern California**		
Company Address: **1985 Zonal Avenue**		
City: **Los Angeles**	State: **California**	Zip Code: **90089**
Telephone Number:	Email address:	
Student Affiliation Agreement		

University certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, University is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

University agrees to comply with County's Defaulted Property Tax Reduction Program during the term of a County contract.

- OR -

☐ It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Robert A. Cooper Vice Provost for Planning & Budget	Title:
Signature: Robert A. Cooper	Date: 06/22/2011

Exhibit D

CHARITABLE CONTRIBUTIONS CERTIFICATION

UNIVERSITY OF SOUTHERN CALIFORNIA
University Name

3551 TROUSDALE PARKWAY, LOS ANGELES, CA 90089
Address

95-1642394
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

☒ University 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 University 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

☐ University 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.

Robert A. Cooper
Signature

06/22/2011
Date

Robert A. Cooper
Vice Provost for Planning & Budget
Name and Title of Signer (please print)

AGREEMENT REGARDING PARTICIPATION IN STUDENT CLINICAL TRAINING PROGRAM

This Agreement Regarding Participation in Student Clinical Training Program is entered into by _____, a University of Southern California student (hereinafter "Student") on the date written below. In consideration of my eligibility to participate in the student clinical training program established by the University of Southern California and the Los Angeles County Sheriff's Department, Student hereby consents and agrees to the following:

STUDENT ACKNOWLEDGEMENT

Student acknowledges that the University of Southern California and the County of Los Angeles have entered into a Student Affiliation Agreement for the implementation of a field education and clinical training program at Los Angeles County Sheriff's Department correctional facilities. Student acknowledges and agrees that Student has no expectation of receiving compensation, including workers compensation or employee benefit programs, or future employment from County or the Los Angeles County Sheriff's Department as a result of my participation in the student clinical training program. Student understands and agrees that Student is not an employee of the County of Los Angeles for any purpose whatsoever and that Student does not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my participation in the student clinical training program under the above-referenced Student Affiliation Agreement between the University of Southern California and the County of Los Angeles. Student understands and agrees that Student does 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.

Student understands and agrees that Student may be required to undergo a background and security investigation(s). Student understands and agrees that my participation in the student clinical training program under the above-referenced Student Affiliation Agreement between the University of Southern California and the County of Los Angeles is contingent upon my passing, to the satisfaction of the County of Los Angeles, any and all such investigations. Student understands and agrees that my failure to pass, to the satisfaction of the County of Los Angeles, any such investigation shall result in my immediate release from participation in the student clinical training program at the Los Angeles County Sheriff's Department correctional facilities.

Student also understands and agrees that Student may be required to undergo and successfully pass a current physical health examination, to obtain tuberculosis and Hepatitis B testing, and to have all current immunizations, as required by the County.

ADHERENCE TO RULES AND REGULATIONS

Student acknowledges and agrees that Student will adhere to all policies, procedures, rules and regulations of any Los Angeles County Sheriff's Department facility in which Student may receive field experience and clinical training during my participation in such student clinical training program. Student agrees to be bound by the policies and procedures established by the University of Southern California and the Los Angeles County Sheriff's Department facility in which Student may receive field experience and clinical training pursuant to the student clinical training program.

RIGHTS OF SHERIFF'S DEPARTMENT FACILITIES

Student acknowledges and agrees that the correctional facility in which Student may receive field experience and clinical training pursuant to the student clinical training program shall have the right to refuse admittance or immediately remove from the facility any student who poses an immediate threat or danger to personnel or to the quality of clinical services or who exhibits unprofessional behavior. Student understands that the Los Angeles County Sheriff's Department may request that the University of Southern California withdraw or dismiss a student from the student clinical training program at the Los Angeles County Sheriff's Department facilities when such student's clinical performance is unsatisfactory to the facility or his or her behavior, in County's reasonable discretion, is disruptive or detrimental to the facility and/or its patients. Student understands that any such restriction, removal, or request shall be based upon my actions and performance during the student clinical training program and shall be taken in accordance with any and all relevant policies and procedures of such student clinical training program.

AUTHORIZATION TO OBTAIN INFORMATION

Student authorizes the University of Southern California, the County of Los Angeles, and the Los Angeles County Sheriff's Department to consult at any time with the administration and members of the faculty of any medical facility, or otherwise, with which Student has 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 Los Angeles County Sheriff's Department correctional facilities. Student hereby possesses qualifications, as may reasonably be related to my eligibility to perform services in Los Angeles County Sheriff's Department correctional facilities. Student hereby further consents to the release by the administration of University of Southern California to the Captain of the Medical Services Bureau, Los Angeles County Sheriff's Department or his designee of such records and documents relating to my education and training at the University of Southern California as may be material to an evaluation of my professional qualifications and competence for satisfactory participation in such a student clinical training program.

CONFIDENTIALITY OF MEDICAL RECORDS AND PATIENT INFORMATION

Student acknowledges that, in conjunction with my participation in the student clinical training program, Student may have access to confidential data and information pertaining inmates and to persons and/or entities receiving services from the County of Los Angeles. In addition, Student may also have access to proprietary information supplied by vendors doing business with the County of Los Angeles. The County of Los Angeles 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. Student understands that if Student participates in the student clinical training program, the County of Los Angeles must ensure that Student, too, will protect the confidentiality of such data and information.

Student understands and agrees that medical records and patient information are confidential under the law and that Student will not release any such information. Student hereby agrees that Student will not divulge to any unauthorized person any data or information obtained while participating in the student clinical training program pursuant to the above-referenced agreement between the University of Southern California and the County of Los Angeles. Student agrees to forward all requests for the release of any data or information received by me to my preceptor.

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

Student agrees to report to Student's preceptor any and all violations of this confidentiality provision of this Agreement for Participation in Student Clinical Training Program by Student and/or by any other person of whom Student becomes aware. Student agrees to return any and all confidential materials to my preceptor upon completion or termination of my participation in the student clinical training program, whichever occurs first.

RELEASE FROM LIABILITY

Student hereby releases from liability all employees, agents, and representatives of the University of Southern California, the County of Los Angeles, and any Los Angeles County Sheriff's Department facility in which Student may receive field experience and clinical 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 for Participation in Student Clinical Training Program or otherwise related to my participation in such a student clinical training program. Student further expressly agrees 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 officer, 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, Student agrees that, upon request of the University of Southern California, the County of Los Angeles, or the Los Angeles County Sheriff's Department facility to which Student may be assigned under such a student clinical training program, Student will execute releases in accordance with the tenor and import of this Agreement for Participation in Student Clinical Training Program in favor of any individual or organization specified herein.

Student has read this Agreement for Participation in Student Clinical Training Program and has taken due time to consider it prior to signing. Student understands that my execution of this Agreement for Participation in Student Clinical Training Program indicates that I understand and agree to be bound by the foregoing and by any and all provisions of California law applicable to the subject matter addressed herein.

_____ DATE:_____

Name of Student (Printed)

_____

Signature of Student