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Director and Chief Medical Officer

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Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012

(213) 240-8101

October 7, 2004

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

Dear Supervisors:

APPROVAL OF AN AFFILIATION AGREEMENT WITH HIGH DESERT MEDICAL COLLEGE, INC.
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign the attached agreement with High Desert Medical College, Inc. (Exhibit I) for a nursing services training program. The term of the agreement is effective upon Board approval and shall continue indefinitely unless terminated by either party. There is no monetary payment between the parties or the County.

2. Approve delegated authority to the Director of Health Services, or his designee, to: a) enter into affiliation agreements substantially similar to Exhibit I and necessary amendments to existing affiliation agreements, with the prior approval of the Office of the County Counsel and Chief Administrative Office (CAO) of Risk Management Operations, b) allow for the expansion of Department of Health Services' (DHS) training sites to include any facility established and operated by the County, such as a County Hospital, Multi-Specialty Ambulatory Care Center, Comprehensive Health Center, Health Center or County Health Services Program, and c) terminate any existing and future affiliation agreements when necessary. The delegated authority is being requested to streamline the Department's process for existing and future affiliation agreements and amendments. The delegated authority will be effective upon Board approval and continue through the term of each agreement. There is no monetary payment between the parties and the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

A new agreement with High Desert Medical College will allow observational and clinical experience to be obtained by students in the nursing services program at High Desert Health System and at various DHS training sites.

Delegation of authority to the Director of DHS to enter into substantially similar affiliation agreements and necessary amendments to existing affiliation agreements, will streamline the current County approval process while ensuring that all legal and risk management requirements are consistently met. This delegated authority will extend to affiliation agreements containing the same standard contract provisions or newly required standard provisions as approved by the Office of the County Counsel. These agreements will vary from one another only as to the training programs and training sites involved. The delegation of authority to the Director of DHS to terminate existing and future affiliation agreements, when necessary, is being requested as part of the Department's effort to streamline the process for affiliation agreements.

FISCAL IMPACT/FINANCING:

There is no monetary payment between the parties and the County of Los Angeles.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The County has entered into affiliation agreements with a variety of institutions to allow students to obtain observational and clinical experience in various health care disciplines at DHS facilities, not available in purely academic settings, under the supervision of the affiliated institutions.

The affiliation agreements benefit the County because the students' training programs include the provision of patient care at no direct cost to the County. In addition, the training programs conducted at DHS facilities assist in recruiting trained health professionals into County service who are already familiar with the County's facilities and programs as a result of their participation in these training programs.

High Desert Medical College, Inc.:

Approval of this new affiliation agreement with High Desert Medical College, Inc. will allow for a nursing training program at High Desert Health System and various DHS facilities.

Delegated Authority:

Authorizing delegated authority to the Director of Health Services to enter into future affiliation agreements and amendments with various educational institutions upon approval by the Office of the County Counsel and CAO Risk Management Operations and notification to the Board offices prior to execution of each agreement and/or amendment will streamline the Department's approval process yet ensure that all legal and risk management requirements are met. These agreements and amendments will be substantially similar to each other and will contain all standard contract provisions or any newly required standard provisions as approved by the Office of the County Counsel. These agreements will

vary from one another only as to the specific training programs and training site described. Delegated authority to the Director of DHS to terminate existing and future affiliation agreements, when necessary, is being requested as part of the procedure to streamline the Department's process for affiliation agreements.

DHS has determined the affiliation agreement is not a Proposition A agreement and therefore is not subject to the provisions of the County Living Wage Program.

The agreement has been approved as to form by County Counsel and has been approved for indemnification and insurance requirements by the County CAO Risk Management Agency.

Attachment A provides additional information.

County Counsel has approved the attached Exhibit I as to use and form.

CONTRACTING PROCESS:

Affiliation agreements are not advertised on the Los Angeles County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended affiliation agreement will allow students to obtain practical and clinical experience at additional DHS facility sites and assist in recruiting trained health care professionals into County service.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gh

Attachments (2)

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

BLETCD3372:GH
08/28/04

ATTACHMENT A

SUMMARY OF AGREEMENT

1. Type of Service:

The County provides observational and practical clinical experience in a County health facility(ies) to students selected by the affiliate. The required supervision and instruction is provided to the students by the affiliate under the direction of the County to assure continuity and quality of patient care.

2. Name and Address of Affiliate and Contact Person

Name and Address of Affiliate and Contact Person	Training Program(s)	County Facility
High Desert Medical College, Inc. 44894 N. Elm Avenue Lancaster, CA 93534 Attention: Zayda K. Mehta, RN, BSN Telephone: (661) 940-9300 or 940-7319	Licensed Vocational Nursing Program	High Desert Health System and any facility established and operated by the County.

3. Term:

The term of the new agreement with High Desert Medical College, Inc. will commence upon Board approval and thereafter shall continue indefinitely until such time as either party terminates the agreement with 30 days advance written notice to the other party.

4. Financial Information:

There is no monetary payment between the parties and the County of Los Angeles.

6. Approvals:

High Desert Health System	Beryl Brooks, Chief Executive Officer
Contract Administration:	Irene E. Riley, Director
County Counsel:	Elizabeth J. Friedman, Senior Deputy County Counsel

BLETCD3372.GH

Exhibit I

AFFILIATION AGREEMENT

HIGH DESERT MEDICAL COLLEGE, INC.

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EXHIBIT A

GH:8/24/04

Contract #_____

AFFILIATION AGREEMENT

HIGH DESERT MEDICAL COLLEGE, INC.

THIS AGREEMENT is made and entered into this _____ day of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and HIGH DESERT MEDICAL COLLEGE, INC. (hereafter "Affiliate").

WHEREAS, Affiliate operates the departments, training programs, or schools described in the attached Exhibit; and

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County Hospitals, Multi-Specialty Ambulatory Care Centers, Comprehensive Health Centers, Health Centers or Health Services Programs (collectively, hereafter "County Facility" or County Facilities"), as appropriate; and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize Affiliate to utilize certain facilities of County's Department of Health Services, as described in the attached Exhibit A for the purpose of providing supervised experience, also as described in such exhibit, to

certain of Affiliate's students; and

WHEREAS, this Agreement is authorized by California Government Code Section 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: Effective upon Board approval of this Agreement, the training program described in the Exhibit "A", attached hereto and incorporated herein by reference, shall be made part of Agreement and shall thereafter continue in full force and effect for an indefinite period of time subject to termination by either party at the end of a school year by the giving of at least thirty (30) days' prior written notice thereof to the other party. In any event, this Agreement may be terminated by the Director of Health Services immediately upon giving written notice to Affiliate that the County health program providing the clinical experience under this Agreement has been or is to be discontinued, or has been or is to be so reduced or altered that provision of such clinical experience will be impractical.

2. SCOPE OF TRAINING: This Agreement contemplates and authorizes the training program(s) described in Exhibit "A", attached hereto and incorporated herein by reference.

3. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County to each other, or by County to any student or to any instructor participating in

the training program hereunder.

4. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director of Health Services (hereafter "Director") or his/her authorized designee. Affiliate or Director may discontinue the assignment of any student to the training program at any time.

5. PHYSICAL EXAMINATION: Affiliate(s) shall provide, at Affiliate's expense, physical health examinations for all of its instructors, students and any person Affiliate has providing services under this Agreement at the time of participation hereunder, as well as yearly physical examinations thereafter. Upon his request and to the extent legally permissible, all examination results shall be provided to the Director.

Such physical health examination, performed by a person lawfully authorized to perform such an examination, shall be required for obtaining observational and practical clinical experience at County facilities and shall be performed within one week after start of the training program. Written examination reports, signed by the person performing the examination, shall verify that Affiliate's participating instructors, students, and any person Affiliate has providing services under this Agreement are medically able to perform assigned duties.

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 induration. 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.

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 Affiliate's instructors, students and any person Affiliate has providing services under this Agreement 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.

Affiliate's instructors, students, and any person Affiliate has providing services under this Agreement shall also be tested for Hepatitis B.

Affiliate's instructors, students, and any person Affiliate

has providing services under this Agreement 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.

6. EMERGENCY HEALTH CARE: DHS' facilities to which the Affiliate's instructors and students are assigned will provide emergency health care to the instructors and students as required while in the facility, to the extent staff and equipment are available to provide such care. DHS facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.

7. SCHEDULING: The number of students and the times during which they will receive training at DHS' facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of Affiliate's governing body.

8. SUPERVISION AND INSTRUCTION: Students and their instructors shall be subject to the rules and regulations of the DHS' facility to which they are assigned. Among other things, Director shall supply Affiliate with a copy of DHS' Quality Improvement Program Handbook, and Affiliate, its instructors, and students shall comply with this handbook's provisions.

Affiliate shall provide orientation to its instructors and students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on

County premises.

Instructors assigned by Affiliate to supervise and instruct at DHS' facilities are subject to approval of Director. Affiliate or Director may discontinue the assignment of any instructor at any time. In the event the discontinuance of an instructor in the program is the result of the Director's action, Director will provide a written notice explaining the reasons therefore to Affiliate prior to or immediately following such discontinuance.

Affiliate shall, through its instructors, provide overall supervision and instruction at the DHS' facilities. DHS shall provide observational opportunity and practical experience. DHS shall retain professional and administrative responsibility for services provided by instructors and students and shall provide sufficient direction to instructors and students and to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and DHS' patients with whom the students and instructors will work will be subject to the approval of Director.

9. 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 handicap, in accordance with all applicable

requirements of Federal and State law.

10. 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.

11. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff 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. Affiliate agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: Affiliate 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 Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Affiliate's indemnification of County, and during the term of this Agreement, Affiliate shall provide and maintain, and shall require all of its Affiliates to 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 Affiliate's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Division Chief prior to commencing services under this Agreement.

Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation

for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Affiliate to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Affiliate to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Affiliate to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Affiliate resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Affiliate, County may deduct from sums due to Affiliate any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits: Affiliate shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Affiliate and/or County.

Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Affiliate arising from or related to services performed by Affiliate under this Agreement.

(c) Any injury to an Affiliate employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Affiliate under the terms of this Agreement.

C. Compensation for County Costs: In the event that the Affiliate fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Affiliate shall pay full compensation for all costs incurred by the County.

D. Insurance Coverage Requirements for Subcontractors: Affiliate shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Affiliate providing evidence of insurance covering the activities of subcontractor, or

(2) Affiliate providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Affiliate is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Affiliate, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

F. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements.

13. STUDENT AND INSTRUCTOR STATUS: Students and instructors of Affiliate shall not be deemed employees of County during the hours in which they are assigned to the student program. Such students and instructors shall be deemed licensees for the limited purposes expressed herein.

14. FACILITIES: Director shall cooperate with Affiliate to provide cafeteria facilities, classroom, conference, and storage space, and use of DHS' parking facilities to Affiliate's students and instructors to the extent same are available.

15. UNIFORMS: Each student and instructor shall wear a uniform designated by Affiliate (if required by Affiliate), except

when assigned to a training program for which DHS requires a special uniform which it shall furnish.

16. CONFIDENTIALITY: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each student and instructor participating in the training program hereunder of the provisions of such confidentiality laws.

17. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

18. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

19. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. 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.

20. FAIR LABOR STANDARDS: Affiliate 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 County, 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 arising 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, for Services performed by Affiliate's employees and/or students for which County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

21. EMPLOYMENT ELIGIBILITY VERIFICATION: Affiliate 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. Affiliate 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. Affiliate shall retain such documentation for all covered employees for the period prescribed by law. Affiliate shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Affiliate or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

23. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement

on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate'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.

24. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate 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 Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Affiliate on this Agreement or other contracts, which indicates that Affiliate is not responsible, County may in addition to other remedies provided under this Agreement, debar Affiliate from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Affiliate may have with County.

C. County may debar Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any

act or omission which negatively reflects on Affiliate's quality, fitness, or capacity to perform a contract with County or any other public entity, 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 County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, Director will notify Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise Affiliate 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. Affiliate or Affiliate's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. If Affiliate fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Affiliate may be deemed to have waived all rights of appeal.

F. 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 at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Affiliate, vendor, or principal owner of Affiliate, as defined in Chapter 2.202 of the County Code.

25. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate 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.

26. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum intent possible on the project.

27. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate,

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 Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate 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.

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

28. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate 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.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliates's duty under this Agreement to comply with all applicable provisions of law, Affiliate 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).

29. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence To County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph (or "Term and Termination" Paragraph of this Agreement, whichever is

applicable) and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.

30. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

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

necessary measures to comply with the law and its implementing regulations.

AFFILIATE AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Affiliate 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 Attachment I. The Jury Service Program applies to both Affiliate(s) and their subcontractors.

B. Written Employee Jury Service Policy:

1. Unless Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

Code), Affiliate shall have and adhere to a written policy that provides that its employees shall receive from the Affiliate, 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 Affiliate or that Affiliate deduct from the employee's regular pay the fees received for jury service.

If Affiliate 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 Affiliate must so indicate in the Certification Form and Application for Exception, attached hereto as Attachment I, 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 Affiliate's application, County will determine, in its sole discretion, whether Affiliate 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 Affiliate. "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) Affiliate 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 Affiliate 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 Affiliate is not required to comply with the Jury Service Program when this Agreement commences, Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Affiliate shall immediately notify

County if Affiliate at any time either comes within the Jury Service Program's definition of "Contractor" or if Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, Affiliate 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 Affiliate demonstrate to the County's satisfaction that Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate'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 Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Attachment II of this Agreement.

33. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's Safely Surrendered Baby Law poster, attached hereto as Attachment II, in a prominent position at Affiliate's place of business. The Affiliate 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 contractor with the poster to be used.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

35. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses and to the attention of the persons named. Director shall have authority to execute all notices to be given by County under this Agreement.

Addresses and persons to be notified may be changed by appropriate written notice.

A. Notices to Affiliate shall be addressed as follows:

High Desert Medical College, Inc.
44804 North Elm Avenue
Lancaster, California 93534
Attention: Zayda K. Mehta, RN, BSN
Director, Vocational Nursing

B. Notices to County shall be addressed as follows:

(1) Department of Health Services
313 North Figueroa Street, Ninth Floor
Los Angeles, California 90012
Attention: Chief of Operations

(2) High Desert Health System
44900 North 60th Street West
Lancaster, California 93536
Attention: Beryl Brooks, CEO

(3) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012
Attention: Director, Contract Administration

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Affiliate has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.,
Director and Chief Medical Officer

HIGH DESERT MEDICAL COLLEGE, INC.
AFFILIATE

By _____

Title PRESIDENT

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

_____

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____
Irene E. Riley, Director
Contract Administration

AGRCD3547.gh
gh:08/25/04

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

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 exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption 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 exemption 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 mor than ten employees, including full-time and part-time 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:	Title:
Signature:	Date:

ATTACHMENT II

SAFELY SURRENDERED BABY LAW

No shame.
No blame.
No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California:
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Alta Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:20 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé *no* se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT A

NURSING SERVICES

1. Purpose: The affiliation authorized under this Exhibit allows students from High Desert Medical College to obtain observational and practical clinical experience in applied nursing services at Health Services' facilities indicated in Paragraph 3 of this Exhibit.

2. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program shall be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 3 hereinbelow.

3. Facilities: Any facility established and operated by County as a County Hospital, Multi-Specialty Ambulatory Care Center, Comprehensive Health Center, Health Center or County Health Services Program.

4. Types/Areas of Experience: The kind of nursing services experience County will endeavor to offer to students while at Health Services' facilities includes:

a. Experience in direct patient service.

b. Experience in interrelating with the total health care team at the facility.

c. Experience in the use of equipment and supplies.

d. Experience in following facility procedures.

e. Experience in working under facility regulations.

f. Experience with patient records and other required record keeping procedures.

g. Experience in the application of students' training to clinical experience.

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