

TO: BOARD OF TRUSTEES

FROM: SUPERINTENDENT

COMMUNICATION NO. 98-2009/10-AA

Prepared by the Office of the Vice President of Academic Affairs  
for Presentation to the Board of Trustees  
October 12, 2009

SUBJECT: AFFILIATION AGREEMENT BETWEEN LOS ANGELES COUNTY  
DEPARTMENT OF HEALTH SERVICES AND ANTELOPE VALLEY  
COMMUNITY COLLEGE

A. Background

Los Angeles County Department of Health Services and the Antelope Valley College would like to establish an agreement for clinical placement of students in the Los Angeles County health agencies. It is the intent of the Health Sciences Division to place radiologic technology students at High Desert Health System upon approval of the agreement.

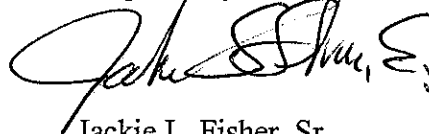
B. Budget Implications

There is no impact to the district's budget.

C. Recommendation

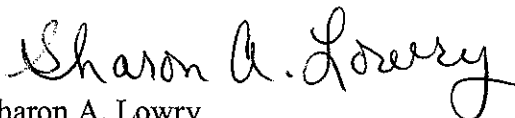
It is recommended that the Board of Trustees approve the affiliation agreement between Los Angeles County Department of Health Services.

Respectfully submitted,



Jackie L. Fisher, Sr.  
Superintendent/President

Prepared by:



Sharon A. Lowry  
Vice President of Academic Affairs

Office of Academic Affairs

Communication No. 98-2009/10-AA

October 12, 2009

AFFILIATION AGREEMENT BETWEEN LOS ANGELES COUNTY DEPARTMENT OF HEALTH  
SERVICES AND ANTELOPE VALLEY COMMUNITY COLLEGE

Contract No. \_\_\_\_\_

**AFFILIATION AGREEMENT**

**UNIFIED SCHOOL/COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ANTELOPE VALLEY COMMUNITY  
COLLEGE  
(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-Service 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 (s) for the purpose of providing supervised experience, 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: This Agreement and any exhibit(s) or attachment(s) thereto is effective on the date of execution by both parties 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 shall ensure that all of its instructors, students, and any other persons Affiliate has providing services under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination.

Such physical health examinations shall be required at least once a year for continuing Affiliate instructors, students and any other persons providing services under this Agreement. All physical health examinations shall be performed at no cost to the County. Upon request and to the extent legally permissible, all examination results shall be provided to the Director.

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 facilities and shall be performed no earlier than one year prior to the commencement of the training or provision of services hereunder at the County facility. 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 Health Services' Risk Management Employee 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 therefor 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 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 disability, 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 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: Director, Contract Administration and Monitoring, 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 the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate 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 years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, and terminate any or all existing agreements the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate 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 Affiliate'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 Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the 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. The Affiliate and/or the Affiliate'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 Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate 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 an Affiliate has been debarred for a period longer than (5) years, that Contractor may, after the debarment has been in effect for at least five (5) 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 Affiliate 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 (5) years; (2) the debarment has been in effect for at least five (5) 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 or sub-consultants of County Affiliates.

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 extent 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 Affiliate'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 HIPPA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPPA 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.

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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

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, 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. PRIOR AGREEMENT SUPERSEDED: Reference is made to that certain document entitled:

<u>TITLE</u>	<u>COUNTY AGREEMENT NO.</u>	<u>DATE OF EXECUTION</u>
Affiliation Agreement	55839	December 23, 1986

The parties hereto agree that the provisions of said prior agreement(s) shall be entirely superseded on the effective date of this Agreement by the provisions of this Agreement.

36. 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:

Antelope Valley Community College  
3041 West Avenue "K"  
Quartz Hill, California 93534  
Attention: Karen Cowell, Dean  
Health Sciences

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B. Notices to County shall be addressed as follows:

- (1) High Desert Health System  
44900 N. 60<sup>th</sup> Street, West  
Lancaster, California 93536  
Attention: Tim Moore, Administration
  
- (3) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, 6th Floor-East  
Los Angeles, California 90012  
Attention: Director, Contract Administration  
and Monitoring

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff  
Interim Director of Health Services

ANTELOPE VALLEY COMMUNITY  
COLLEGE  
\_\_\_\_\_  
Affiliate

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

AFFILAGR:gh:09/11/09

EXHIBIT A

NURSING SERVICES

1. Purpose: The affiliation authorized under this Exhibit A allows students from Antelope Valley Community 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 1<sup>st</sup> through June 30<sup>th</sup>), 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-Service 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.

The parties acknowledge that Affiliate shall be responsible for ensuring that the experience offered to students while at Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc.)

Exhibit A:nursing  
09/11/09

EXHIBIT B

RADIOLOGY SERVICES

1. Purpose: The affiliation authorized under this Exhibit B allows students from Antelope Valley Community College to obtain observational and practical clinical experience in applied radiology services at Health Services' facilities indicated in Paragraph 3 of this Exhibit.

2. Evaluation: At the end of each County fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), 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-Service Ambulatory Care Center, Comprehensive Health Center, Health Center or County Health Services Program.

4. Types/Areas of Experience: The kind of radiology 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.

The parties acknowledge that Affiliate shall be responsible for ensuring that the experience offered to students while at Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc.)

Exhibit B:RT  
09/11/09

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services): <b>N/A</b>		

*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, 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: