

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

320



FROM: Community Health Agency, Department of Public Health

SUBMITTAL DATE:

August 12, 2010

SUBJECT: Ratify the Agreement with Azusa Pacific University Contract #09-093 for Student Affiliation and Coordination of Clinical Rotation Services.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the revenue agreement between, Azusa Pacific University and the County of Riverside Community Health Agency, Department of Public Health for student affiliation and coordination of clinical rotation services for the performance period of July 1, 2010 through June 30, 2013. The total amount of this agreement shall not exceed \$25,110 annually for a total amount of \$75,330; and
- 2) Authorize the Purchasing Agent to sign subsequent amendments that make only ministerial changes to the Agreement not to exceed \$25,110 or which extend the Agreement for future years not exceeding the total amount stated in the original Agreement; and
- 3) Authorize the Chairperson of the Board of Supervisors to execute four (4) original copies of the Agreement on behalf of the County of Riverside.

Susan D. Harrington

Susan D. Harrington, Director of Public Health

SM: hp:rc:ys

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 25,110	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% funded by Azusa Pacific University.	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Debra Cournoyer*
Debra Cournoyer

- Policy Policy
- Consent Consent
- Dept't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: **District:** All **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.7

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 8/22/10
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

SUBJECT: Ratify the Agreement with Azusa Pacific University Contract #09-093 for Student Affiliation and Coordination of Clinical Rotation Services.

BACKGROUND:

For over thirty years, the Department of Public Health has participated in the student internship/clinical rotation program with various universities. The agreement between Riverside County Community Health Agency Department of Public Health (DOPH) and Azusa Pacific University provides for the assignment of students enrolled in the University to County Health Clinics. The students provide the County with valuable assistance at no cost. In addition, the students gain much needed on-the-job training and experience. The assigned students provide an excellent source of recruitment.

Due to the critical nursing shortage, the schools of nursing have been working to increase the number of students. The DOPH is working with the nursing schools to expand the number of students allowed for clinical rotation in an on-going effort to increase the pool of nurses in Riverside County.

As of July 1, 2008, Azusa Pacific University has been experiencing a shortage of nurse instructors and has requested the County of Riverside DOPH to coordinate the student's clinical rotation for those students assigned to the Riverside County health clinics in exchange for monetary compensation. Azusa Pacific University instructors will continue to provide supervision to those students assigned to the County health clinics.

The DOPH shall provide a Public Health Nurse (Program Coordinator) to Azusa Pacific University School of Nursing for all students participating in the County's internship clinical rotation. The County shall be compensated by the University for the provision of the Public Health Nurse as the County's Program Coordinator.

FINANCIAL DATA:

Based on overhead, and the Public Health Nurse's salary and benefits, the DOPH Fiscal Department has calculated a rate of \$62.00 per hour. Total compensation to the County by the University shall not exceed \$25,110 annually for period of performance dates of agreement as follows;

FY 10/11 - \$25,110

FY 11/12 - \$25,110

FY 12/13 - \$25,110

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/ Community Outreach		CONTRACT NO. 09-093	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200100700	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION 6572-33229		CONTRACT AMOUNT: Revenue Not, to exceed \$25,110 annually	
PERIOD OF PERFORMANCE:		July 1, 2010 through June 30, 2013	
COUNTY CONTRACT: Julisa Alvizo (951) 358-5255 Hermia Parks (951) 358-5301		CONTRACTOR REPRESENTATIVE: Clinical Facilities Coordinator (626) 815-6000 ext. 5591	
PROGRAM NAME: Student Affiliation Agreement			

This student affiliation agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as ("COUNTY"), and Azusa Pacific University, hereinafter referred to as ("UNIVERSITY").

WITNESSETH:

WHEREAS, the UNIVERSITY'S school of Nursing requires its students to have internship/residency experience and use of clinical/practicum facilities; and

WHEREAS, COUNTY can provide such field work and wishes to participate in student's program and is willing to permit the use of its clinical/practicum facilities and services for education of said students;

WHEREAS, it is to the mutual benefit of the parties hereto that the student's of the UNIVERSITY'S internship/residency program use the COUNTY for their experience.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 10, Attachment A, consisting of one (1) page, and Attachment B, consisting of three (3) pages, attached hereto and incorporated herein.

UNIVERSITY

COUNTY

By Mark S. Dickerson
Vice President

Mark S. Dickerson
Print Name

Date 9-16-10

By _____
Board of Supervisors, Chairman

Print Name

Date _____

Attest: Kecia Harper-Ihem, Clerk

By: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS DATE 9/16/10

1 **1. GENERAL UNDERSTANDINGS.** Subject to the terms and conditions of this

2 Agreement:

3 **1.1** The number of students enrolled in the UNIVERSITY'S programs/schools, as
4 stated in Attachment A, to be covered by this Agreement shall be decided by
5 mutual agreement of the parties hereto. The days and hours of experience shall be
6 planned by the UNIVERSITY, and the COUNTY Coordinator of Clinical
7 Education, within the regular working hours of the COUNTY.

8 **1.2** The COUNTY Coordinator of Clinical Education, shall coordinate with the
9 UNIVERSITY in planning the days and hours of student experience and shall
10 have final approval of such plans. Geographical areas of assignment shall be the
11 responsibility of COUNTY.

12 **1.3** The UNIVERSITY and COUNTY agree to promote the exchange of information
13 by mutual participation in new or expanded programs, research or other pertinent
14 concerns coming within the philosophies and policies of the UNIVERSITY or
15 COUNTY. The parties furthermore agree to cooperate in the concurrent and
16 terminal evaluation of student experience.

17 **1.4 HIPAA REGULATIONS:** The UNIVERSITY hereby verifies knowledge of
18 HIPAA standards and codes relating thereto as they apply to patient care, the
19 UNIVERSITY, and UNIVERSITY programs, states that all students and
20 instructors will be instructed in accordance therewith. A strict code of
21 confidentiality is to be maintained. All information obtained from client/patient
22 records is to be held in confidence. No copies of client/patient records shall be
23 made, and no records or copies thereof are to be removed from COUNTY, except
24 within the course and scope of the student's clinical experience under this
25 Agreement. Clients/Patients will not be identified in any manner in reports of
26 case studies undertaken by students. The UNIVERSITY will prohibit the
27 publication by the students of any material relative to their clinical learning
28 experience that has not been approved for release for publication by both the
COUNTY and the UNIVERSITY.

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- 1.5** COUNTY will provide orientation for students and instructors to inform them as to rules and regulations of COUNTY, including ethical practice and substance abuse. Students and instructors are to be subject to said rules and regulations for as long as they are performing or participating in any manner under this Agreement. If the conduct or health of a student or instructor should be such as to impair their participation in the UNIVERSITY'S program, or unfavorably affect the COUNTY program, such student or instructor shall be suspended from further participation under this Agreement pending a conference between the UNIVERSITY and COUNTY representatives. Such request for suspension and subsequent conference will be in writing and include a statement of the reason(s) student or instructor has been suspended. Thereafter, remedial actions as may be deemed necessary shall be taken by the UNIVERSITY with five (5) days of receipt of the written request.
- 1.6.** Students or instructors who suffer illness or injury while at the COUNTY will be referred to their individual health care provider, and/or returned to the UNIVERSITY campus as soon as conditions permit. If a life threatening emergency occurs, the student or instructor will be assisted to the nearest health care emergency service. Except as herein provided, COUNTY shall have no obligation to furnish medical or surgical care to any student or instructor.
- 1.7** Instructors selected by the UNIVERSITY for Performance under this Agreement shall be subject to the approval by COUNTY. The UNIVERSITY will allow adequate time for orientation of new faculty to the COUNTY.
- 1.8** UNIVERSITY may request to utilize the County Public Health Nursing Program Coordinator as an adjunct instructor for the services and fee as specified in Attachment B.
- 1.9** It is mutually agreed and understood that the provision of facilities by COUNTY is contingent upon and limited by the availability of such facility/facilities and availability of coordinating County staff.
- 1.10** The UNIVERSITY will inform its students and UNIVERSITY'S paid faculty that they are not employees of the COUNTY and will not receive compensation from COUNTY.

1 **1.11 BACKGROUND CHECK:**

2 **1.11.1** COUNTY will require a background check, in accordance with the
3 County LiveScan Policy C-33, BACKGROUND CHECK POLICY, for all
4 students prior to permitting the student to participate in the educational experience
5 program at Riverside County facilities.

6 **1.11.2** COUNTY will accept background checks completed by the
7 UNIVERSITY for all students participating in the educational experience
8 program at Riverside County facilities.

9 **1.11.3** Students shall complete and sign the appropriate release/waiver
10 form(s) prior to the COUNTY accessing background check information.

11 **1.11.4** COUNTY understands and agrees that the information received related
12 to background check shall not be stored electronically and will be destroyed after
13 the student's acceptance is determined. Destruction of this information shall be to
14 the extent that the identity of the individual can no longer be determined.

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16 **2. RESPONSIBILITIES OF UNIVERSITY.**

17 The UNIVERSITY shall:

- 18 **2.1** Assume responsibility for the professional preparation of the student(s) and
19 compliance of the curriculum with the education standards set forth by the
20 appropriate profession association.
- 21 **2.2** Be responsible for the instruction, and guidance of the UNIVERSITY students
22 while at the COUNTY pursuant to this Agreement.
- 23 **2.3** Notify students that conformance is required to all applicable COUNTY policies,
24 procedures, regulations, and all requirements and restrictions specified jointly by
25 representatives of the UNIVERSITY and the COUNTY.
- 26 **2.4** Provide to COUNTY a copy of the performance objectives for the clinical
27 experience annually, and assurance that the participating students are theoretically
28 prepared to meet those objectives.
- 2.5** Require participating students to wear appropriate dress when at the COUNTY.

1 **2.6** Be responsible for damages caused by the negligence of its officers, agents and
2 employees occurring in the performance of this agreement. COUNTY shall be
3 responsible for damages caused by the negligence of its officers, agents and
4 employees occurring in the performance of this agreement. It is the intention of
5 the UNIVERSITY and COUNTY that the provision of this paragraph be
6 interpreted to impose on each party responsibility for the negligence of their
7 respective officers, agents and employees.

8 **2.7** No later than two weeks before the beginning of activities covered by this
9 Agreement provide the following information for each student/instructor covered
10 by this Agreement:

11 **2.7.1** Student's/instructor's name.

12 **2.7.2** A brief introduction to the student/instructor.

13 **2.7.3** Written evidence of the student's/instructor's health status:

14 **2.7.3.1** An annual physical examination by a physician (if working in
15 Family Care Center clinic).

16 **2.7.3.2** Tuberculin (Mantoux) PPD skin test within the previous
17 three (3) months. If the student or instructor has a history
18 of a positive PPD, a written report of a Chest X-Ray (CXR)
19 performed within the last three (3) months must be submitted.

20 **2.7.3.3** Current immunizations for: rubella, rubeola, mumps,
21 varicella, Hepatitis B, diphtheria, and tetanus.

22 **2.7.3.4** Rubella—All students/instructors must provide:

23 **2.7.3.4.1** evidence of prior rubella vaccine OR

24 **2.7.3.4.2** positive laboratory test for rubella antibodies OR

25 **2.7.3.4.3** documentation of a physician diagnosis of rubella OR

26 **2.7.3.4.4.** Receive the necessary doses of rubella-containing
27 vaccine (MMR) to meet the requirement of having
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received two doses of rubella vaccine (minimum of twenty-eight days apart).

2.7.3.5 Measles (rubeola): All students/instructors must provide:

2.7.3.5.1 evidence of a positive laboratory test for measles antibodies OR

2.7.3.5.2 evidence of prior receipt of two doses of measles vaccine (minimum of twenty-eight days apart) OR

2.7.3.5.3 documentation of a physician diagnosis of measles (rubeola) OR

2.7.3.5.4 Receive the necessary doses of measles-containing vaccine (MMR) to meet the requirement of having received two doses of measles vaccine (minimum of twenty-eight days apart).

2.7.3.5.5 Other requirements as currently required by the Public Health Officer with prior notification to UNIVERSITY.

2.8 UNIVERSITY hereby insures that participating students have met all departmental regulations for admission and have been informed of all COUNTY requirements.

2.9 The student's name/identification badge shall be provided by the UNIVERSITY.

3. INSURANCE.

3.1 Warrant that certificates satisfactory to the COUNTY Risk Manager evidencing the maintenance of the following required relevant insurance coverage shall be filed with COUNTY Contracts Administration prior to performance of any of the terms of this Agreement:

3.1.1 General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and aggregate of three million dollars (\$3,000,000).

1 **3.1.2** Professional Liability coverage with a limit of one million dollars
2 (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate.
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4 **3.1.3** Worker's Compensation coverage covering UNIVERSITY'S instructors
5 assigned by the UNIVERSITY to participate in this agreement.
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7 **3.1.4** Group workers' compensation coverage is provided to assigned students.
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9 **3.1.5** Further, said certificate(s) and policies of insurance shall contain the
10 covenant of the insurance carrier(s) that thirty (30) days written notice
11 shall be given to COUNTY prior to any termination in coverage of such
12 insurance if the termination is initiated by the insurance carrier(s); in
13 addition, UNIVERSITY shall provide thirty (30) days written notice to
14 COUNTY for any modification, expiration or reduction in coverage for
15 such insurance. In the event of any such modification, expiration or
16 reduction in coverage and on the effective date thereof, this Agreement
17 shall terminate forthwith, unless COUNTY receives prior to such effective
18 date, another properly executed original certificate of insurance and
19 original copies of endorsements or certified original policies including all
20 endorsements and attachments thereto evidencing coverage's set forth
21 herein and the insurance required herein is in full force and effect. The
22 original endorsements for each policy and the certificate of insurance shall
23 be signed by an individual authorized by the insurance carrier to do so, on
24 its behalf.

25 **3.1.6** If the UNIVERSITY does not provide protection to its Students under the
26 above coverage (s), then the Student shall obtain and maintain the above
27 coverage(s) for any liability incurred as a result of the performance under
28 this agreement.

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2 **4. RESPONSIBILITIES OF COUNTY.**

3 COUNTY shall:

- 4 **4.1** Designate a Coordinator of Clinical Education who will be responsible for
5 planning and implementation of the clinical education experience. The
6 aforementioned individual shall meet the criteria established by the State's
7 legislative and regulatory agency and the appropriate licensing associations for
8 the supervision of students in the clinical education setting.
- 9 **4.2** Provide the Coordinator of Education or Instructor with time to plan and
10 implement the clinical education experience including, when feasible, time to
11 attend relevant meetings and conference.
- 12 **4.3** Provide to each student specific clinical experience opportunities/projects
13 consistent with the program objectives. COUNTY shall provide for observation,
14 participation, and independent activities supervised by a County Public Health
15 Nursing instructor in the COUNTY program; and assist in obtaining such
16 observation, participating, and independent activities through other related
17 agencies when possible.
- 18 **4.4** To structure the clinical experience as needed to meet the objectives of the
19 clinical education experience and professional preparation of students, subject to
20 and within the constraints of physical environment, patient load and/or experience
21 available.
- 22 **4.5** Advise the UNIVERSITY of any changes in personnel, operation, or policies
23 which may affect the clinical education experience.
- 24 **4.6** Provide assigned students, whenever possible the use of the library resources,
25 reference materials and other specialized learning experience.
- 26 **4.7** Make available/provide students with copies of the Department's rules and
27 regulations, policies and procedures with which the student is expected to comply.
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1 4.8 Upon reasonable request, permit the UNIVERSITY and/or appropriate agencies
2 charged with the responsibility of accrediting or approving the training program
3 to inspect the clinical facilities, services available for clinical experience, student
4 records and other materials pertaining to the clinical training.

5 4.9 Evaluate the performance of student on a regular basis using the evaluation form
6 provided by the UNIVERSITY and notify the UNIVERSITY of any Serious
7 Deficits Note in student's abilities; and forward the written evaluation upon
8 completion to the UNIVERSITY.

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10 5. **ELIGIBILITY.** In accordance with Title VI of the Civil Rights Act of 1964, no person
11 shall on the grounds of race, sex, color, or national origin be excluded from the participation in,
12 or be denied the benefits of, or subject to discrimination under any program or activities included
13 herein.

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15 6. **HOLD HARMLESS.**

16 6.1 The UNIVERSITY agrees to hold harmless and indemnify the COUNTY against
17 all claims, demands, suits judgments, expenses, and costs of any and every kind,
18 insofar as it may legally do so, on account of injury to or death of any person(s) or
19 loss of or damage to property arising in any manner out of the negligent
20 performance of this Agreement by the UNIVERSITY.

21 6.2 The COUNTY agrees to hold harmless and indemnify the UNIVERSITY against
22 all claims, demands, suits, judgments, expense and costs of any and every kind,
23 insofar as it may legally do so, on account of injury to or death of any person(s) or
24 loss or damage to property arising in any manner out of the negligent performance
25 of this Agreement by the COUNTY. The provisions of the California Tort Claims
26 Act, Government Code Section 810 et seq., including its defenses and immunities,
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will apply to allegations of negligence or wrongful acts or omissions by the COUNTY.

7. **TERMINATION.**

7.1 This Agreement shall be effective from date of execution through June 30, 2013.

Either party shall have the right to terminate this Agreement upon three months' written notice to the other party provided, however, that said termination may occur only at the end of an academic quarter in which students are registered. The party desiring termination shall arrange for a conference with the other participating party.

7.2 There shall be an annual review of this Agreement each year prior to May 1st for the purpose of determining if the Agreement shall be continued, terminated, or modified.

8. **VENUE.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings in any other county.

9. **ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous Agreement and understandings, oral or written, in connection therewith. The Agreement may be changed or modified only upon the written consent of the parties hereto.

10. **LICENSE.** UNIVERSITY verifies upon acceptance of the terms of this Agreement execution thereof, possession of any current and valid licenses required for compliance with any local, State and Federal laws and regulations pertaining to the intent and scope of services of this Agreement.

11. **OSHA REGULATIONS.** UNIVERSITY is hereby verifies knowledge of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto as they apply to the UNIVERSITY and UNIVERSITY programs, and states that all students and instructors will be instructed in accordance therewith.

12. **NOTICES.** Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

COUNTY:
County of Riverside Community Health Agency
Internal Support Services Contracts Administration
4065 County Circle Drive
Riverside, California 92503

UNIVERSITY:
Azusa Pacific University School of Nursing
Attn: Clinical Facilities Coordinator
701 East Foothill Blvd.
Azusa, CA 91702

or to such other address (es) as the Parties may hereafter designate.

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ATTACHMENT A

The following UNIVERSITY'S program(s)/departments(s) are participating in the student affiliation internship/residency program as set forth in this Agreement:

- 1. Nursing

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ATTACHMENT B

County Public Health Nurse Program Coordinator Scope of Work

UNIVERSITY, whose students are placed in the COUNTY'S Public Health Nursing Branch, has the option to request the assistance of the COUNTY'S Public Health Nursing Program Coordinator (PROGRAM COORDINATOR) as an adjunct instructor. These are additional services offered by the COUNTY'S Public Health Nursing Branch to the UNIVERSITY as a joint appointment for a fee as follows:

1. UNIVERSITY'S Responsibilities.

- 1.1 UNIVERSITY may exercise the option of using the PROGRAM COORDINATOR by submitting a written request to the Director of Public Health Nursing.
- 1.2 If UNIVERSITY exercises the option of using the PROGRAM COORDINATOR as an adjunct faculty member, PROGRAM COORDINATOR shall follow UNIVERSITY'S adjunct faculty hiring procedure, which includes completing a Faculty Employment Application, submitting a curriculum vitae and three (3) professional references, and an interview with the School of Nursing. In addition, the PROGRAM COORDINATOR must satisfy the School of Nursing's education, clinical practice, and licensure requirements for adjunct faculty.
- 1.3 UNIVERSITY shall provide orientation to COUNTY'S Public Health Nurse Program Coordinator (PROGRAM COORDINATOR) as to student's curriculum requirements and educational expectations while at the County.

1.4 UNIVERSITY shall hold quarterly meetings with PROGRAM COORDINATOR and other clinical instructors, or as requested by the University, to discuss student participation and other issues related to the educational experience of the students.

2. COUNTY'S Responsibilities.

COUNTY shall provide PROGRAM COORDINATOR to serve as an adjunct instructor and to provide the following services to the UNIVERSITY:

- 2.1 Establish student teams for home visitations.
- 2.2 Assigning COUNTY clients to students for follow-ups.
- 2.3 Pre-and post conferences during which students plan, prepare and debrief for home visits.
- 2.4 Being available by telephone while students are out in the field and supervising student performance in the field.
- 2.5 Provide students with materials and resources for COUNTY clients.
- 2.6 Instruct students about charting, referrals, mandatory reporting and other relevant activities.
- 2.7 Review student's curriculum documentation.
- 2.8 Sign charts at the conclusion of contact with clients and/or end/or quarter.
- 2.9 Ensure correct disposition of COUNTY documents such as files.
- 2.10 Report concerns about the conduct of the students to UNIVERSITY.
- 2.11 Cooperate with the UNIVERSITY with course requirements, including syllabi, course assignments, and mid-term and end-of-term student evaluations. This would include evaluation of clinical performance and grading of student papers.
- 2.12 Coordinate student's activities in ways consistent with COUNTY policies and procedure.

3. Compensation.

3.1 At the request of the UNIVERSITY for the COUNTY to provide staff to serve in the role of adjunct instructor, the UNIVERSITY shall compensate COUNTY for the provision of a COUNTY'S Program Coordinator at the rate of sixty-two dollars (\$62.00) per hour.

1 3.2 The total amount of this contract shall not exceed seventy-five thousand, three-hundred
2 thirty dollars (\$75,330) including travel and all other expenses.

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4 3.3 PROGRAM COORDINATOR remains an employee of the COUNTY and not the
5 UNIVERSITY; the COUNTY is responsible for all employee's obligations and activities
6 of the Program Coordinator.

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