



COMDTINST 6400.1C  
26 JAN 2015

COMMANDANT INSTRUCTION 6400.1C

Subj: STUDENT EXTERNSHIP PROGRAM (SEP)

Ref: (a) Coast Guard Medical Manual, COMDTINST M6000.1 (series)  
(b) Coast Guard Morale, Well-Being and Recreation Manual, COMDTINST M1710.13 (series)

1. **PURPOSE.** This Instruction establishes policy, procedure and standards for the Student Externship Program (SEP) in Coast Guard health care facilities.
2. **ACTION.** All Coast Guard unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and chiefs of headquarters staff elements shall comply with the provisions of this Instruction. Internet release is authorized.
3. **DIRECTIVES AFFECTED.** Student Externship Program (SEP), COMDTINST 6400.1B is cancelled.
4. **DISCUSSION.** Student externs are usually upper level students from various health care disciplines who are completing a curriculum requirement for graduation by providing supervised care in a clinical environment. The lengths of externships vary, usually 4 to 6 weeks. Coast Guard health care facilities can provide valuable clinical experience for these student externs. The Commandant's broad authority, under 14 U.S.C. 93(a)(17), to provide health care to Coast Guard personnel, allows the Coast Guard to enter into an Affiliation Agreement (AA) with an Academic Institution (AI) to facilitate patient care. Student externs can assist Coast Guard health services officers with staying current in an ever changing field of practice. This ultimately helps improve the quality and quantity of services provided to Coast Guard personnel.
5. **DISCLAIMER.** This Instruction is not a substitute for applicable legal requirements, nor is it itself a rule. It is intended to provide operational guidance for Coast Guard personnel and is not intended to nor does it impose legally-binding requirements on any party outside the Coast Guard.
6. **MAJOR CHANGES.** Major changes to this Instruction include better delineation of responsibilities for both the AI and the Coast Guard as well as oversight of student externs under

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NON-STANDARD DISTRIBUTION:

the Health, Safety, and Work-Life (HSWL) Service Center (SC) command structure. U.S. Coast Guard (USCG) Student Externship Program (SEP) Compliance Form, CG-6400 has replaced the Chronological Record of Medical Care, Form SF-600, Student Extern Immunization overprint which was used for recording student extern immunizations.

7. IMPACT ASSESSMENT. A resource impact assessment has been conducted. No additional personnel resources, training or funding is required.
8. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATIONS.
  - a. The development of this directive and the general policies contained within it have been thoroughly reviewed by the originating office and are categorically excluded under current USCG categorical exclusion CE # 33 from further environmental analysis, in accordance with Section 2.B.2. and Figure 2-1 of the National Environmental Policy Act Implementing Procedures and Policy for Considering Environmental Impacts, COMDTINST M16475.1 (series).
  - b. This directive will not have any of the following: significant cumulative impacts on the human environment; substantial controversy or substantial change existing environmental conditions; or inconsistencies with any Federal, State, or local laws or administrative determinations relating to the environment. All future specific actions resulting from the general policies in this Manual must be individually evaluated for compliance with the National Environmental Policy Act (NEPA), Council on Environmental Policy NEPA regulations at 40 CFR Parts 1500-1508, Department of Homeland Security (DHS) and Coast Guard NEPA policy, and compliance with all other environmental mandates.
9. DISTRIBUTION. No paper distribution will be made of this Instruction. An electronic version will be located on the following Commandant (CG-612) web sites. Internet: <http://www.uscg.mil/directives/>, and CGPortal: <https://cgportal2.uscg.mil/library/directives/SitePages/Home.aspx>.
10. RECORD MANAGEMENT CONSIDERATIONS. This Instruction has been evaluated for potential records management impacts. The development of this Instruction has been thoroughly reviewed during the directives clearance process, and it has been determined there are further records scheduling requirements, in accordance with Federal Records Act U.S.C. 3101 et seq., National Archives and Records Administration (NARA) requirements, and the Information and Life Cycle Management Manual, COMDTINST M5212.12 (series), SSIC 6150 Item number 2. This policy does not have any significant or substantial change to existing records management requirement.
11. RESPONSIBILITIES.
  - a. Commandant (CG-11). Provides technical expertise to the Commandant for the Health Services Program.
  - b. Commandant (CG-112). Develops policy and delegates broad oversight responsibility of the SEP to HSWL SC and HSWL regional practice sites and approves all AAs.
  - c. Commandant (CG-1122) Credentials Verification Officer (CVO). Ensures all Pre-Selection Credentials Review are completed in accordance with Reference (a) and provides overall

management of all SEP documentation.

- d. HSWL SC. Approves all AAs (Enclosure (1)), ensures local capacity to support SEP, ensures Commandant (CG-112) is notified of all student externships, and signs all orientation agreements (Enclosure (2)).
- e. Coast Guard Preceptor. Provides direct supervision and ensures appropriateness of care. All health care provided by student externs shall be documented and countersigned by the Coast Guard preceptor in the patient record using the current forms as prescribed in Reference (a). Additionally, pertinent data shall also be recorded and entered into the appropriate Electronic Health Record (EHR) by the designated clinic personnel, or forms may be scanned into the record. Ensures each student extern reads and understands information provided in the SEP Orientation, Enclosure (2). Ensures each student extern is oriented to local policies concerning working hours, dress code, conduct, required courtesies, lodging and subsistence procedures, clinic safety issues, standard precautions, infection control, equipment use, and any other information which is pertinent to the student externship. Ensure each student extern is informed of the safe guards and logistics specific for the clinic therefore enabling them to comply with all Coast Guard policies and procedures regarding Protected Health Information (PHI). Ensures each student extern is informed in advance of all requirements and evaluation procedures. Student extern evaluations shall be consistent with the policies of the academic program involved. Informs patients that they are being seen by a student extern and patients have a right to refuse, and can be seen by a Coast Guard health care provider. Represents the Coast Guard at school functions when indicated.
- f. Health Service Administrator. Forwards a draft AA, Enclosure (1) to the Regional Practice (RP), and HSWL SC for legal and administrative reviews. Ensures AAs are not significantly modified. Ensures documentation is complete prior to forwarding to the Commandant (CG-1122) CVO. Forwards the following documents: signed AA, completed U.S. Coast Guard (USCG) Student Externship Program (SEP) Compliance Form, CG-6400, and signed SEP Orientation form. Seeks guidance from Command Security Officer to ensure that the student meets all security background checks (as required by the local command) prior to reporting to the clinic and informs the AI in advance of these requirements. Ensures that student externs always work under direct supervision, therefore there is no requirement for student externs to meet sensitive position screening criteria. Informs HSWL SC and Commandant (CG-112) of any disciplinary actions that result in the suspension and/or termination of the student externship.

## 12. REQUIREMENTS.

- a. Documentation. The U.S. Coast Guard (USCG) Student Externship Program (SEP) Compliance Form, CG-6400 should be filled completely and signed, attesting to the student's health and training compliance, by the AI's representative. All specified immunizations listed are required to ensure the health and wellness of patients and clinic staff. The AI also has to verify the completion of the annual Occupational Safety and Health Administration Bloodborne Pathogen and Tuberculosis training, completion of the annual Health Insurance Portability and Accountability Act training, cardiopulmonary resuscitation training at the health care provider level, criminal background check and the American Pharmacist Association immunization certification (for pharmacy students only). Completion of the U.S. Coast Guard (USCG) Student

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Externship Program (SEP) Compliance Form, CG-6400 is mandatory for full medical qualification to serve as a student extern.

- b. Security requirements. The student externs, in coordination with the AI and Coast Guard clinic, will comply with all current security requirements for access to government computers and/or facilities to include background checks with fingerprints as needed for the host clinic.

### 13. FUNDING.

- a. Subsistence/quarters. While not obligated, the local unit may choose to offer subsistence and/or quarters, and that authorization is contained in 5 USC § 5353. Authorization to use appropriated funds to carry out this program is contained in 5 USC § 5356. In accordance with paragraph 7.G of the Coast Guard Housing Manual, COMDTINST 11101.13F, COMDT (CG-1333) must approve requests or agreements to house student externs in Coast Guard-owned unaccompanied housing.
- b. Travel expenses. The use of government funds for travel expenses associated with the externship is not authorized.
- c. Coast Guard Exchange System. Externs are authorized restricted Coast Guard Exchange System privileges in accordance with the Coast Guard Exchange System Standard Operating Procedures. These privileges include authorization to purchase health and comfort items; books; educational supplies and materials; food and snacks for daily consumption; and personal services such as laundry and dry cleaning, barber and beauty shops, tailoring, and shoe repair. A letter of authorization from the Commanding Officer is required which identifies the extern and states the duration of the externship. Government issued identification is also required. Externs are authorized to use Morale, Well Being, and Recreation facilities at the installation in accordance with Reference (b).

### 14. AFFILIATION AGREEMENTS.

- a. Requirements. All AIs participating in the Coast Guard SEP must have a signed AA (Enclosure (1)) on file with the Commandant (CG-1122) CVO. DHS and Coast Guard policy prohibit unlimited hold harmless/indemnification agreements or clauses as they implicate violation of the Anti Deficiency Act, 31, U.S.C. § 1341. Therefore, the Coast Guard may not assume liability for injury or damages except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680). Affiliation agreement (Enclosure 1), paragraphs A.5 and B.6 must not be altered or signed away.
- b. Malpractice liability or self insurance coverage. AAs must stipulate the amount of malpractice liability or self insurance coverage maintained by the AI or the student extern. If self-insured, proof of documentation is required and will be enclosed with the AA. A Pre-Selection Credentials Review must be completed by the Commandant (CG-1122) CVO in accordance with Reference (a) to ensure appropriate academic standing and liability coverage prior to the student extern arriving in the clinic.

15. FORMS/REPORTS. The forms referenced in this Instruction are available in USCG Electronic Forms on the Standard Workstation or on the Internet: <http://www.uscg.mil/forms/>, CGPortal at <https://cgportal.uscg.mil/delivery/Satellite/uscg/References>; and Intranet at

<http://cgweb.comdt.uscg.mil/CGForms>.

16. REQUEST FOR CHANGES. Units and individuals may recommend changes by writing via the chain of command to: COMMANDANT (CG-1122)  
US COAST GUARD STOP 7907  
2703 MARTIN LUTHER KING JR AVE SE  
WASHINGTON DC 20593-7907

M. K. Dollymore /s/  
Rear Admiral, U.S. Coast Guard  
Director of Health, Safety, and Work-Life

Encl: (1) Affiliation Agreement for the U.S. Coast Guard Student Externship Program  
(2) Student Externship Program (SEP) Orientation



## **AFFILIATION AGREEMENT FOR THE U.S. COAST GUARD STUDENT EXTERNSHIP PROGRAM**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ is by and between \_\_\_\_\_ (hereinafter referred to as the Academic Institution (AI)), and the Coast Guard (CG).

Student externs are usually upper level students from various health care disciplines who are completing a curriculum requirement for graduation by providing supervised care in a clinical environment. Student externs can assist CG health services officers with staying current in an ever changing field of practice. This ultimately helps improve the quality and quantity of services provided to CG personnel.

A Pre-Selection Credentials Review will have been completed in order for said agreement to take effect. Commandant (CG-1122) will obtain a letter stating the student extern is in good academic standing and has adequate malpractice coverage as indicated within this agreement.

NOW THEREFORE, the CG and the AI agree to the following provisions:

### **A. The AI must**

1. Be responsible for the educational program of student externs assigned to the CG, and for selection and assignment of student externs to be assigned to the CG, in accordance with agreed to schedules and work assignments. The AI is also responsible for ensuring that all student externs and faculty comply with all rules and regulations of the CG.
2. Keep in full force and effect during the term of this Agreement, at the expense of the AI or the individual student extern, commercial general liability insurance or an equivalent funded program of self-insurance providing minimum coverage of \_\_\_\_\_ dollars per each occurrence and \_\_\_\_\_ dollars per annum. The AI must notify the CG 30 days in advance, in writing, of cancellation or any modification in the noticed insurance policy. The AI must agree to make reasonable attempts to notify the CG of a liability claim against any student extern or faculty member arising out of the activities performed by said student extern or faculty member during or as a result of the affiliation.
3. Ensure that a completed U.S. Coast Guard (USCG) Student Externship Program (SEP) Compliance Form, CG-6400 is sent to the CG, thus ensuring immunization, training and security requirements have been met.
4. Send only such student externs who would benefit from the assignment and to withdraw from the assignment any student extern when that student extern becomes unacceptable to the CG for reasons of health, performance or other reasonable cause.
5. Defend, indemnify, and hold the United States, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement by the AI, its officers, employees, or agents, or the student extern but only when under the AI's supervision, but not to the extent that such liability, loss, expense, or claim for injury or damage is caused by the negligent or intentional acts or omissions of the CG, its

officers, employees, or agents.

6. Appoint a faculty member who will be the liaison representative for the AI and be responsible for coordinating and planning student extern assignments. The liaison representative must provide student extern rosters, schedules, and educational objectives to the CG prior to the start and during any student extern experiences. The faculty member will also communicate with the CG in regards to problems that may arise involving student externs, faculty or facility personnel.
7. Have the right to visit the CG facility before, after, or during the instruction period for the purpose of evaluating each student extern's progress.
8. Cooperate with the CG in connection with the discipline of student externs who violate rules and regulations of the CG.
9. Assure that the primary mission for the student extern is the educational experience.
10. Be responsible for the regular evaluation of student extern performance in the CG, and for the determination of the final course grade for the student extern.
11. Require student externs to assume the cost of any health care required during the affiliation.
12. Require student externs to comply with CG health record entry. All entries will be made under supervision of a CG employee.

**B. The CG must:**

1. Provide a supervised experiential student externship program, with staff and necessary facilities to ensure an educational clinical experience.
2. At the local CG command discretion, a stipend may be provided that is equivalent to the cost of quarters and/or subsistence actually provided to the student extern. In no case must the quarters and subsistence costs for each student-extern exceed the amount of the stipend provided to that student-extern under the terms of this Agreement. Also, per the discretion of the local command, the command may permit limited privileges at CG Non-appropriated Fund Instrumentalities, including the CG Exchange System, and the CG Morale, Well-Being and Recreation Program.
3. Designate a Health Services Officer as a student extern preceptor. The CG preceptor and the AI's liaison representative will mutually participate in the planning and review of the clinical experience.
4. Complete forms requested by the AI, such as student extern evaluation reports.
5. Provide emergency medical care for injuries sustained in the course of the training experience. The CG must immediately notify the AI's liaison representative in the event that a student extern develops an illness or is involved in an accident while at the CG unit.
6. Defend, indemnify, and hold the AI, its officers, employees, and agents harmless from and against

any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CG, its officers, employees, or agents, and, further, only to the extent provided by the Federal Tort Claims Act (28 USC, Section 2672 st. seq.). Department of Homeland Security (DHS) and CG policy prohibit unlimited hold harmless/indemnification agreements or clauses as they implicate violation of the Anti Deficiency Act, 31, U.S.C. § 1341. Therefore, the CG may not assume liability for injury or damages except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680).

7. Allow student extern observation and participation consistent with their level of skill and training.
8. Maintain sole responsibility for the supervision of the professional, clinical, and administrative services related to patient care within the CG health care facility.
9. Have sole responsibility for the determination of appropriate treatment and care of all patients of the CG.
10. Reserve the right to advise their insured not to be interviewed as part of a claims investigation by representatives of the AI unless legal counsel is present to represent the insured. The CG may grant the AI the right to conduct such investigation, in writing, in advance of any investigation.
11. Agree to make reasonable attempts to notify the AI of a liability claim against any student extern or faculty member arising out of activities performed by said student extern or faculty member while participating in the affiliation provide under the terms of the Agreement when such claim becomes known.
12. Provide necessary equipment and supplies pertinent to the instruction essential for beneficiary care in the CG.
13. Permit educational use of selected resources, policy and procedures manuals, and records.
14. Understand and agree that no student extern is to be considered an agent or employee of the CG and, as such, must not be compensated by the CG for services rendered pursuant to this Agreement. This does not, however, preclude a student extern from working as a part-time CG employee outside the agreed upon affiliation hours.

C. Student Extern Responsibilities. The **AI** and the **CG** agree that the student extern must:

1. Provide his/her own transportation to and from the CG unit and other personal expenses.
2. Abide by a dress code agreed upon by the AI and CG.
3. Be responsible for compliance with the administrative and clinical policies of the CG.
4. Abide by CG policy regarding confidentiality of health records and information, including the Federal Privacy Act. Ensure Personally Identifiable Information is protected in accordance with

DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (SPII).

5. Comply with all current security requirements for access to government computers and/or facilities, to include background checks with fingerprints as applicable.

D. The **AI** and the **CG** mutually agree:

1. The terms of this Agreement must begin in force on the date of execution shown above and will continue thereafter until terminated by either party upon 30 days advance written notice to the other. Any such termination must allow for any student extern assigned to an externship program at the time of termination to complete their program. This Agreement extends for a period of five years.
2. It is understood and agreed that the parties hereto may amend or modify this agreement by written amendment only. Amendments must be signed by both involved parties.
3. No monetary payment must be made by the CG to student extern in compensation for their services, other than a stipend for quarters and subsistence as sanctioned by the local command and as provided in this Agreement. No payments must be made to the CG by the AI in compensation for student externship participation in this program. This Agreement is not intended and must not be construed to impose on either the CG or the AI any financial obligations of any nature or kind.
4. This Agreement is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties hereto or any of their officers, employees, or agents.
5. The CG may require the AI to withdraw any student extern from the program whose performance or conduct is deemed unfit for articulable reason(s), following notice and a consultation between the AI liaison representative and the CG student extern preceptor.
6. Both parties agree not to discriminate in selection or acceptance of any student extern pursuant to this Agreement in regard to race, color, religion, national origin, sex, age, or handicap (physical or mental).
7. Nothing in this Agreement must constitute an obligation of funds of the United States in advance of an appropriation therefore.
8. In accordance with the Health Insurance Portability and Accountability Act (HIPAA), student externs in the AI's clinical training program are required to learn about the health information privacy requirements of this federal law. The health information privacy requirements are known as the HIPAA Privacy Rule.
9. The preceptor for the USCG will be: \_\_\_\_\_
10. The AI liaison representative will be: \_\_\_\_\_

11. The student extern will be: \_\_\_\_\_  
(Identify name and Health Profession Category)

12. The agreement and the obligations of the parties hereto must in all respects be governed by, and construed in accordance with, the internal laws of the state of the AI and the United States of America. The laws of the United States must prevail where the laws of the state are in conflict, or preempted by, the laws of the United States of America.

13. This agreement constitutes the sole and only agreement of the parties and supersedes any and all other agreements or understanding, written or oral, respecting the subject matter herein.

14. Responsibility for affiliation agreements remains solely within the Commandant (CG-112). Commandant (CG-112) may delegate tasking where field/school interaction is deemed more expedient.

IN WITNESS WHEREOF, the AI and CG have caused this agreement to be executed by their duly authorized representatives.

ACADEMIC INSTITUTION

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

HSWL SC CCS

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

HSWL SC CO

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

COMMANDANT (CG-112)

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_



STUDENT EXTERNSHIP PROGRAM (SEP) ORIENTATION

- A. PURPOSE. Provide an orientation guide for student externs within Coast Guard (CG) clinics including supervisory controls, duties, and limitations.
- B. DISCUSSION. The material contained herein must be the general operating guidelines for the SEP.
1. Welcome Aboard. The CG will strive to ensure that student extern experiences will be informative, educational, and enjoyable. To attain the maximum benefit from this program, student externs must read these instructions carefully and comply with them at all times.
  2. Status. Student externs have no legal status (i.e., authority to practice a profession) within the military establishment. A commissioned officer must be responsible to the commanding officer and the patient for the student extern's actions as student externs are subject to all applicable Federal and local laws in the same manner as military members functioning in CG clinics.
  3. Authority. Student externs are directly responsible to their preceptors for all clinical and administrative matters.
  4. Clinical Supervision. Every student extern must work under the direct or immediate supervision of a commissioned officer or civilian equivalent who is qualified and licensed to provide the service rendered by the student extern. Student externs must use judgment to know when to call their preceptor for consultation. Patients will not be enrolled to student externs and in all cases no treatment should be initiated or performed without the consent of the preceptor. Treatment plans must be approved and appropriate points of evaluation specified, prior to initiation of treatment.
  5. Support Staff. Student externs will be working with Health Services Technicians (HS) and/or civilian health care auxiliary personnel who have training, experience, and a certain degree of latitude in patient treatment not extended to student externs. HS's and/or civilian health care auxiliary personnel duties include providing clinical and administrative assistance to student externs.
  6. Health Record Entries. The military health record is a legal document which is the property of the U.S. Government. It may be consulted or subpoenaed at any time for legal determination of disability entitlements, for court proceedings, or to establish a line of duty/misconduct determinations in legal or administrative proceedings. Accurate, concise, and complete entries are mandatory. All entries made by student externs must be in the Subjective/Objective/Assessment/Plan (SOAP) format and countersigned by their preceptors prior to the dismissal of patients.
  7. Laboratory Requests. Student externs may be expected to recommend and compose the appropriate lab requests. All lab request forms must be countersigned by their preceptor.
  8. Medication Prescriptions. All medication prescriptions must be countersigned by the preceptor prior to dispensing or administering to the patient.
  9. Complaints or Suggestions. Student externs should feel free to address suggestions or complaints

to their preceptor in a discreet manner which does not compromise patient confidentiality and confidence in the treatment being administered.

10. Immunization and Training Compliance. In the interest of patient and provider safety, student externs must meet the CG requirements as outlined in U.S. Coast Guard (USCG) Student Externship Program (SEP) Compliance Form, CG-6400. The extern shall complete Civil Rights Awareness (CRA) training if CRA training is scheduled to be held near their externship site. The sponsoring office is responsible for contacting the local civil rights service provider for the next available training opportunity.

**ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING**

I have read the SEP Orientation and understand its contents. Additionally, I have received a local orientation concerning standard operating procedures, working hours, dress code, conduct, required courtesies, lodging and subsistence procedures, and the procedures to be used for my evaluation.

\_\_\_\_\_  
NAME OF STUDENT EXTERN (PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF STUDENT EXTERN

\_\_\_\_\_  
ACADEMIC INSTITUTION

\_\_\_\_\_  
NAME OF STUDENT EXTERN PRECEPTOR (PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF STUDENT EXTERN PRECEPTOR

\_\_\_\_\_  
NAME OF HSWL SC CCS (PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF HSWL SC CCS