



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax: 213-481-0503

www.dhs.lacounty.gov

*To improve health
through leadership,
service and education*



www.dhs.lacounty.gov

November 17, 2009

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

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT FOR TUTORING
AND MENTORING PROGRAM FOR NURSING STUDENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend the Tutoring and Mentoring Program Agreement with El Camino College - Compton Community Education Center to reduce the Agreement's maximum obligation and delegate additional authority related to the other agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 1 to Agreement Number H-703497 with El Camino College - Compton Community Education Center (ECC-CCEC) for nurse tutoring and mentoring program services, to reduce the two-year maximum obligation from \$240,000 to \$180,000, with such reduction to be applied to the second year of funding, effective upon Board approval.
2. Delegate authority to the Interim Director of Health Services, or his designee, to (a) execute future amendments to the Tutoring and Mentoring Program Agreements with Glendale Community College (GCC), Los Angeles Valley College (LAVC), East Los Angeles College (ELAC), and ECC-CCEC, to reduce the agreements' maximum obligation, and (b) terminate any of the tutoring and mentoring program agreements on behalf of the County in accordance with the termination provisions of the agreements.
3. Delegate authority to the Interim Director of Health Services, or his designee, to execute future amendments to the pending new agreement in the 4th Supervisorial District to reduce the

agreement's maximum obligation, if needed, subject to prior review and approval by County Counsel and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Through the Tutoring and Mentoring Program Agreements, the County provides financial assistance to community colleges to assist nursing students with improving their study skills and enhancing their overall learning activities. The programs at each of the community colleges are designed to cover provision of nursing advisors, tutors, study workshops, skills labs, and individual/group remediation.

On September 16, 2008, ECC-CCEC's agreement was approved with a maximum obligation of \$240,000 and subsequently paid \$120,000 for the 2008-09 school year. The recommendation to reduce funding for the Agreement with ECC-CCEC inadvertently was not included in the June 9, 2009 Board letter.

Approval of the first recommendation will authorize the Interim Director to execute an Amendment, substantially similar to Exhibit I, to reduce the amount of funding for ECC-CCEC to be consistent with the reduced funding amounts approved by your Board on June 9, 2009 for the tutoring and mentoring agreements with GCC, ELAC, and LAVC. At that time, these three agreements were slated to expire, and in conjunction with Board approval of a two-year term extension of the agreements, funding for each agreement was reduced to \$180,000 for the two-year extension period to support development of a new tutoring and mentoring program in the 4th Supervisorial District. ECC-CCEC will be able to accommodate the number of nursing students at the reduced amount of \$60,000 through June 30, 2010.

Approval of the second recommendation will allow the Interim Director to execute future amendments to reduce funding levels for all of the current tutoring and mentoring program agreements, as needed, and also provide delegated authority to terminate any of the agreements on behalf of the County in accordance with the termination provisions of the agreements.

Approval of the third recommendation will allow the Interim Director to execute future amendments to reduce funding levels for the pending new agreement in the 4th Supervisorial District, as needed, subject to prior review and approval by County Counsel and the Chief Executive Office.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum County obligation to ECC-CCEC for Fiscal Year (FY) 2008-09 and FY 2009-10 will be reduced from \$240,000 to \$180,000. The FY 2008-09 allocation of \$120,000 has been paid to ECC-CCEC. Therefore, the reduction of \$60,000 will be applied to the FY 2009-10 allocation. Funding is included in the Health Services Administration's FY 2009-10 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 5, 2002, in an effort to address the overall nursing shortages in the County system, your Board instructed DHS to establish a tutoring and mentoring program similar to the ELAC Training Program in the First District. On July 29, 2003, your Board approved two new Agreements with GCC and LAVC. On September 16, 2008, your Board approved an Agreement for Tutoring and Mentoring Program at ECC-CCEC.

On June 9, 2009, your Board approved extension amendments for the agreements with GCC, LAVC, and ELAC, and approved reduced allocations to \$180,000 for the two-year extension term for each agreement. Each of these agreements and ECC-CCEC had been approved with different maximum obligations based on each college's requested funding for their specific program. The maximum obligation for each agreement was reduced so that the funding was equal (i.e., \$90,000 per year, \$180,000 for a two year term) for the current agreements and there was sufficient funding for the new program at a college in the 4th District.

Approval of the request for delegated authority will enable the Interim Director to terminate the tutoring and mentoring program agreements on behalf of the County, if necessary, in accordance with the termination provisions of the agreements, including terminating the agreements at any time and for any reason, with or without cause, by giving at least 30 calendar days prior written notice of termination to the contractor.

On October 19, 2009, the Treasurer and Tax Collector notified departments that your Board adopted a new Defaulted Property Tax Reduction Program Ordinance, effective August 20, 2009, and issued the Implementation Instructions with an effective date of October 20, 2009. As a result of the recent notification, the specific Agreement language was not available at the time this amendment was negotiated with ECC-CCEC. Therefore, this Amendment does not include the required language. The Department will add this new contract language through an additional amendment.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

Not Applicable.

The Honorable Board of Supervisors
November 17, 2009
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will provide funding for nurse tutoring and mentoring programs at five community colleges.

Respectfully submitted,



John F. Schunhoff, Ph.D
Interim Director

JFS:ev

Attachment

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

El Camino-Compton Tutoring & Mentoring BL

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM EL
CAMINO COLLEGE-COMPTON COMMUNITY
EDUCATIONAL CENTER AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is entered into this _____ day of
_____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

EL CAMINO COLLEGE-COMPTON
COMMUNITY EDUCATIONAL CENTER
(hereafter "Contractor").

WHEREAS reference is made to that certain document entitled
"DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM EL
CAMINO COLLEGE-COMPTON COMMUNITY EDUCATIONAL CENTER
AGREEMENT", dated September 16, 2008, and further identified as County Agreement
No. H-703497; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to
reduce funding and to make other hereinafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on the date of Board approval.

2. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"4. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Eighty Thousand Dollars (\$180,000). Program expenditures shall be in accordance with the description of services described in Exhibit A and for the program costs described in Exhibits B—1 and B—2, attached hereto and incorporated herein by reference.

The County reserves the right to adjust the allocation of Program funds as described in Exhibits B-1 and B-2 only upon review and approval of Contractor's written request and justification. In such event, Contractor must submit their request to the Administrator according to the provision set forth in the Agreement under 16. NOTICES."

3. Paragraph 5, COMPENSATION, shall be revised as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services described in this Amendment in two payments. The first payment of One Hundred and Twenty Thousand Dollars (\$120,000) will be made on or about October 1, 2008. The second payment of Sixty Thousand Dollars (\$60,000) will be made upon Board approval."

4. Exhibit B-2, "Budget Detail Sheet", shall be deleted in its entirety and replaced with the Exhibit B-2, "Budget Detail Sheet", attached hereto and incorporated in the Agreement by reference.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

EL CAMINO COLLEGE-COMPTON COMMUNITY
EDUCATIONAL CENTER
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

BUDGET DETAIL SHEET
LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES
MENTORING PROGRAM

Exhibit B-2

District: Compton Community College
 College: El Camino College-Compton Education Center

Program Year: 2009 -2010		
Source of Funds: DHS Mentoring Program		
Item	Total # of Hours Hourly Salary	Project Funds Requested
Fall 2009		
Instructional Supplies		
Instructional Material	Testing & Assessment (\$100*146 students)	14,600
Nursing Advisor	4.0 hr/wk x 16 weeks = 64 X \$60/hr	3,840
	Benefits - 14%	538
Directed Study in Nursing		
Faculty Tutor (Dosage Calc Clinic)	2.0 hr/wk x 16 weeks = 32 X \$60/hr	1,920
	Benefits - 14%	269
Faculty Tutors (Individual / Group Remediation)	10 hrs/wk x 16 weeks =160 hours x 60/hr	9,600
	Benefits - 14%	1,344
	Subtotal	32,111
Winter 2010		
Item	Total # of Hours Hourly Salary	Project Funds Requested
Nursing Advisor	2 hrs/wk x 5 weeks = 10 hours x 60/hr	600
	Benefits - 14%	84
Directed Study in Nursing		
Faculty Tutor (Dosage Calc Clinic)	3hrs/wk x 4 weeks = 12 hours x 60/hr	720
	Benefits - 14 %	101
Faculty Tutors (Individual / Group Remediation)	3.5 hrs/wk x 4 weeks =14 hours x 60/hr	840
	Benefits - 14 %	118
	Subtotal	2,463
Spring 2010		
Item	Total # of Hours Hourly Salary	Project Funds Requested
Nursing Advisor	4.0 hr/wk x 16 weeks = 64 X \$60/hr	3,840
	Benefits - 14%	538
Directed Study in Nursing		
Faculty Tutor (Dosage Calc Clinic)	2.0 hr/wk x 16 weeks = 32 X \$60/hr	1,920
	Benefits - 14%	269
Faculty Tutors (Individual / Group Remediation)	10 hrs/wk x 16 weeks =160 hours x 60/hr	9,600
	Benefits - 14%	1,344
	Subtotal	17,510
	Indirect Cost 14%	7,292
	Project total	59,377