



Health Services
LOS ANGELES COUNTY

September 16, 2008

**Los Angeles County
Board of Supervisors**

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

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 AGREEMENT WITH EL CAMINO COLLEGE-COMPTON
COMMUNITY EDUCATION CENTER FOR MENTORING AND TUTORING
PROGRAM FOR NURSING STUDENTS
(SUPERVISORAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Request approval of Agreement with El Camino College-Compton Community Education Center for Mentoring and Tutoring Program.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Interim Director of Health Services, or his designee, to execute an Agreement with El Camino College-Compton Community Educational Center (ECCCCEC) for the Department of Health Services (DHS) Mentoring and Tutoring Program for nursing students, effective upon Board approval through June 30, 2010, for a total net County cost of \$240,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended action, DHS will continue its efforts to address nursing shortages in the County system by providing a mentoring and tutoring program for nursing students enrolled at ECCCCEC. The program provides for additional training in an academic and clinical setting and prepares students to pass the National Council Licensure Exam for Registered Nurses (NCLEX-RN) which is necessary when successful graduates of ECCCCEC apply for entry level Registered Nurse (RN) I positions at DHS facilities.

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

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www.dhs.lacounty.gov

*To improve health
through leadership,
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IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports Goal I, Service Excellence and Goal 7, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum County obligation is \$240,000, (\$120,000 for Fiscal Year (FY) 2008-09 and \$120,000 for FY 2009-10).

Funding is included in the FY 2008-09 Health Services Administration's Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The nation continues to experience a shortage of qualified nurses. The number of available RNs in the workforce consistently falls below the number of nurses needed to adequately staff health care facilities throughout the United States. In California, State law mandates that health care facilities meet certain RN to patient staffing ratios, making the supply and availability of RNs even more problematic.

DHS continues to explore various resources to address the immediate needs of the County. A long term, but necessary solution, is to support local registered nursing schools in an effort to increase the number of available RN candidates in the workforce. Tutoring and mentoring programs established to assist students enrolled in qualified RN programs at local colleges have proven to be a positive influence in increasing the number of RN candidates. These colleges have no funds to support the cost of mentoring and tutoring programs for their students.

The success rate of these programs has generally resulted in an increase in hiring of RNs for DHS facilities, not including the months of November and December when recruitment is usually low due to the holiday schedules.

The County was required under the amended Conciliation Agreement, effective September 23, 1998, between the County and the Federal Equal Employment Opportunity Commission, to establish programs to assist students in underrepresented groups enrolled in studies associated with allied health fields at selected schools, colleges, and universities. On October 19, 1999, the Board approved an Agreement with East Los Angeles College (ELAC).

On March 5, 2002, in an effort to address the overall nursing shortages in the County system, the Board instructed DHS to establish a tutoring and mentoring program similar to the ELAC Training Program in the First Supervisorial District. On July 29,

2003 the Board approved two new agreements with Glendale Community College and Los Angeles Valley College.

From FY 2006-07 to FY 2007-08, there was a 10 percent increase in the number of registered nurses, interim permittees, student nurses, student nurse workers and senior student nurse workers, hired from the tutoring and mentoring recruitment schools, including LA County College of Nursing and Allied Health.

The DHS Office of Nursing Affairs (ONA) is in the process of researching the Community College/Nursing Schools and is exploring the addition of another tutoring and mentoring program to ensure such programs exist in all Supervisorial Districts.

In an effort to expand the tutoring and mentoring program throughout the County, ONA has requested that DHS enter into an Agreement with ECCCCEC.

The Agreement may be terminated by either party with the provision of 30 days prior written notice.

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

CONTRACTING PROCESS

Advertising on the County's On-Line Web Site as an open contracting opportunity is not applicable. ONA contacted several schools with the lowest NCLEX rate scores to offer the tutoring and mentoring program for their students. As a result of the research, two community colleges responded, El Camino College and Compton Community College. Compton College had recently lost their nursing license in August 2005, and had plans to keep their nursing school open while operating under the license of El Camino College. ONA was informed of their new partnership. At this time the nursing schools have merged under ECCCCEC, working under one license. DHS made the decision to contract with ECCCCEC based on their response, locality and Departmental needs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

DHS has worked with ECCCCEC to structure a tutoring and mentoring program that meets the needs of the college by providing financial assistance. By providing this assistance, it is expected that qualified nursing staff will be developed for consideration of employment at County facilities.

The Honorable Board of Supervisors
September 16, 2008
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CONCLUSION

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

Respectfully submitted,



John F. Schunhoff, Ph.D
Interim Director

JFS:ev

Attachments

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors
Director of Personnel

EXHIBIT I

DEPARTMENT OF HEALTH SERVICES
TUTORING/MENTORING PROGRAM AGREEMENT

WITH

EL CAMINO COLLEGE-COMPTON COMMUNITY
EDUCATIONAL CENTER

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Contract No. _____

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

THIS AGREEMENT is entered into this _____ day
of _____, 2008,

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

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

WHEREAS, the nation is in the midst of a "Nursing Shortage"
and the number of available Registered Nurses (RN) in the
workforce falls below the number of nurses needed to adequately
staff healthcare facilities throughout the United States; and

WHEREAS, California is faced with a larger problem, as
passage of state law AB 394 in 1999 requires the healthcare
facilities to meet RN to patient staffing ratios, thus
increasing the number of RNs the County will need to staff
healthcare facilities; and

WHEREAS, the County intends to expand the Tutoring/
Mentoring Program (hereafter "Program") for selected Schools of

Nursing in an effort to address overall nursing shortages in the County system; and

WHEREAS, Contractor is fully accredited State Board of Registered Nurses two-year school of registered nursing located in Los Angeles County; and

WHEREAS, Contractor has a current affiliation agreement with one or more hospitals, comprehensive health centers, and/or health centers (hereafter "Facility") within the County of Los Angeles Department of Health Services (hereafter "DHS"). It is the intent of the parties to provide additional support and services to augment the Tutoring/Mentoring Program.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence effective date of Board approval and shall continue in full force and effect, unless sooner terminated or canceled as provided herein, to and including June 30, 2010.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. TERMINATION OF AGREEMENT:

A. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective immediately upon delivery of written notice of termination to the breaching party.

B. Subparagraph A hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.

C. Subparagraphs A. and B. hereof notwithstanding, either party may terminate this Agreement, effective

immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.

D. Subparagraphs A., B., and C. hereof notwithstanding, County may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to Contractor.

E. Following a determination by authorized officials of either the Federal or State government that any provision of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, County may give Contractor prior written notice to terminate this Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

3. DESCRIPTION OF SERVICES: County agrees to provide training and assistance to Contractor to offer tutoring/

mentoring/recruitment services as described in Exhibit A, attached hereto and incorporated herein by reference.

4. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Forty Thousand Dollars (240,000). Program expenditures shall be in accordance with the description of services described in Exhibit A and for the program costs described in Exhibit 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 an event, Contractor must submit their request to the Administrator according to the provision set forth in the Agreement under 16. NOTICES.

5. COMPENSATION:

County agrees to compensate Contractor for performing services described in this Agreement 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 One-Hundred and Twenty Thousand Dollars (\$120,000) will be made on or about October 1, 2009.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, County, or private funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the original County maximum obligation as payment for such services, as determined by County. For the purpose of this provision, Director's authorized designee shall be the DHS Administrator. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County.

Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer and shall administratively amend Exhibit A, Exhibit B-1, and B-2 to reflect the additional or decreased services.

B. Any other funding increase or decrease to the County maximum obligation under this Agreement shall be affected

only by a formal amendment pursuant to the ALTERATION OF TERMS Paragraph in the body of this Agreement.

7. ADDITIONAL PROVISIONS: The attachment labeled "ADDITIONAL PROVISIONS" is part of this Agreement and the terms and conditions therein contained shall apply to the parties' relationship as though fully set forth herein.

8. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the

disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

8.1 DEFINITIONS

8.1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

8.1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/

transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

8.1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (I) transmitted by electronic media; (ii) maintained in electronic media.

8.1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

8.1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (I) relates to the past,

present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

8.1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes

or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

8.1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

8.1.8 "Services" has the same meaning as in the body of this Agreement.

8.1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

8.1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

8.2 OBLIGATIONS OF BUSINESS ASSOCIATE

8.2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (I) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

8.2.2 Adequate Safeguards for Protected Health Information.

Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy

Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

8.2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy

Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, California 90012

8.2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

8.2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

8.2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information

constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

8.2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

8.2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered

Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; © a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an

Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

8.3 OBLIGATION OF COVERED ENTITY

8.3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

8.4 TERM AND TERMINATION

8.4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

8.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate

this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

8.4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines

that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8.5 MISCELLANEOUS

8.5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

8.5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with

all the terms of this Paragraph.

8.5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control.

Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

8.5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

8.5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

8.5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9. INDEMNIFICATION AND INSURANCE:

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

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement.

Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor'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 N. Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

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

(c) Contain the express condition that County is to be given written notice by mail at

least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

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

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor 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 Contractor 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 Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:
Contractor 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 Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) any injury to a Contractor 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 Contractor under the terms of this Agreement.

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

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor 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.

(7) 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 Contractor 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 Contractor, 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.

10. ACCESS: For the performance of services hereunder by Contractor and only for the purpose of such services, County shall provide Contractor and its personnel with reasonable access to County premises.

11. RULES AND REGULATIONS: During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may

adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibit A, Exhibit B-1, Exhibit B-2, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Attachments I through VII, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

13. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS and Exhibit(s) and Attachment(s) attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS and attached Exhibit(s) and Attachment(s), in the order of their alpha sequence, shall govern and prevail in that order.

14. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS and attached Exhibit(s) and Attachment(s), 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.

15. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 1111 E. Artesia Blvd., Compton, California 90221-5393. Contractor's primary business telephone number is (310) 900-1600x 2702, and facsimile/FAX number is (310) 900-1684. Contractor shall notify Contracts and Grants Division, of any change in its primary business address, business telephone number, and business facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

16. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by facsimile transmission or U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested), and addressed to the parties at the following addresses and to the attention of the person(s) named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be

changed by either party by giving ten (10) days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Office of Nursing Affairs
313 North Figueroa Street, Rm.904
Los Angeles, California 90012
Attention: Director/Chief Nursing Officer

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012
Attention: Director,
Contract Administration & Monitoring

B. Notices to Contractor shall be addressed as follows:

El Camino College-Compton Community
Educational Center
1111 E. Artesia Blvd.,
Compton, California 90221-5393
Attention: Interim Dean: Wanda Morris, RN, MN

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

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Director of Health Services and Contractor has caused this Agreement 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

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

ADDITIONAL PROVISIONS

EL CAMINO COLLEGE-COMPTON COMMUNITY EDUCATIONAL CENTER

TUTORING/MENTORING PROGRAM SERVICES AGREEMENT

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ADDITIONAL PROVISIONS
EL CAMINO COLLEGE-COMPTON COMMUNITY EDUCATIONAL CENTER
TUTORING/MENTORING PROGRAM SERVICES AGREEMENT

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) Articles of Incorporation and By-Laws.

(2) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation). (3) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(a) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(b) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NON-DISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify

compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, 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 attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor 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. Contractor 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. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor 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.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the

relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement.

Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

10. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

11. SUBCONTRACTING: Contractor, with prior written consent of Director and to the extent permitted by law, may also subcontract in

writing with other individuals or entities for the provision of services under this Agreement, so long as Contractor remains fully and solely responsible to County for the performance of any such services and does not abdicate or attempt to abdicate any of its contract duties under this Agreement, and the subcontractor has no rights whatsoever to compensation or other benefits from County under the subcontract relationship. Contractor shall ensure that its subcontractor(s) providing services under this Agreement meet the requirements of this Agreement, and shall ensure that all subcontract documents hereunder include such requirements.

Subcontract(s) shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontract(s) hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of its subcontractor(s).

Director agrees to provide Contractor with written notice of approval or disapproval to subcontract with other individuals or entities within fourteen (14) calendar days of receipt of Contractor's written request.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, data, and information, including, but not limited to, billings, County records and data, and other information obtained from County under this Agreement, in accordance with all applicable Federal, State, and local laws, ordinances,

guidelines and directives relating to confidentiality.

Contractor shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement, attached hereto as Exhibit C, for each of its employees performing work under this Agreement in accordance with the INDEPENDENT CONTRACTOR STATUS Paragraph. Contractor shall provide to County an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement, attached hereto as Exhibit C-1, of each of its non-employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph.

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly advise County of

Sin pena. Sin culpa. Sin peligro.

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



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

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

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



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts ACT# number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. () ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586. () ()

 Signature

 Date

 Name and Title (please type or print)
 Effective 09/06/05

ATTACHMENTS

ATTACHMENT I

EL CAMINO COLLEGE
COMPTON COMMUNITY EDUCATIONAL CENTER
NURSING DEPARTMENT
DHS TUTORING/MENTORING PROGRAM

INSTRUCTOR REFERRAL
TO
NURSING ADVISOR

To: () Nursing Advisory, Program Coordinator Date: _____
() LEARNING ACTIVITIES COORDINATOR

From: _____

Course: _____

Student's Name: _____

Instructor's Name: _____

Criteria: Nursing examinations below 76% score must be reported on this form.

Instruction: Reason for Student Referral (Detail exactly what student shall practice and/or review):

1. Examination score: _____

2. Course Description: _____

3. Other: _____

ATTACHMENT II

EL CAMINO COLLEGE
COMPTON COMMUNITY EDUCATIONAL CENTER
NURSING DEPARTMENT

DHS TUTORING/MENTORING PROGRAM

SIGN-IN SHEET
FOR TUTORING

Name of Tutor: _____ Date: _____

Tutor's Signature: _____

Course: _____

Length of Session: _____ (Number of Hours)

<u>Print Name</u>	<u>Signature</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

ATTACHMENT IV

EL CAMINO COLLEGE
COMPTON COMMUNITY EDUCATIONAL CENTER
NURSING DEPARTMENT

DHS TUTORING/MENTORING

Student Evaluation
of
DHS Tutoring/Mentoring Program Course:

COURSE

TUTOR'S NAME

DATE

Instruction: Circle one of the multiple choices.

- 1) The tutor's presentation was effective:
 - a) Strongly Agree
 - b) Agree
 - c) Disagree
 - d) Strongly Disagree

- 2) The tutoring presented was related to the course content:
 - a) Strongly Agree
 - b) Agree
 - c) Disagree
 - d) Strongly Disagree

- 3) The information presented will be useful in enhancing my performance clinical settings:
 - a) Strongly Agree
 - b) Agree
 - c) Disagree
 - d) Strongly Disagree

- 4) This tutoring presentation was:
 - a) Beneficial
 - b) Not Beneficial
 - c) Other Comment(s)

Instruction: If you selected b or c, please explain: _____

5) Suggestions for improvement(s) and/or Other Comments: _____

ATTACHMENT V
EL CAMINO COLLEGE
COMPTON COMMUNITY EDUCATIONAL CENTER
NURSING DEPARTMENT
DHS TUTORING/MENTORING PROGRAM

STUDENT EVALUATION
OF
CLINICAL SUPPORT

Tutor's Name _____

Date _____

Instruction: Please circle one answer and provide explanation(s).

1. The clinical experience helped me with what I needed to learn or reinforce:

a) Strongly Agree

c) Disagree

b) Agree

d) Strongly Disagree

Explain: _____

2. The clinical session was related to course (N_____) content:

3. I am able to apply the information learned to enhance my performance in class or the clinical setting:

a) Strongly Agree

c) Disagree

b) Agree

d) Strongly Disagree

Explain: _____

4. In what ways did the tutor assist you in meeting your personal nursing goals?

a) Personal attention

c) Time management

b) Explanation of rationales

d) Clinical skills

Explain: _____

5. How can we help you further in the clinical area?

Other/Explain: _____

6. This clinical session was:

a) Beneficial

b) Not beneficial – Please explain why: _____

ATTACHMENT VI

El Camino College – Compton Community Educational Center Department of Nursing

Los Angeles County, DHS Mentoring Program

List of Supplemental Tutoring Sessions

September 1, 2008-August 31, 2010

Directive Study in Nursing Subtopics

	Individual/Group Remediation Fundamentals Skills & Concepts
1.	Basic Nursing Concepts
2.	Test Taking/Study Skills
3.	Basic to Intermediate Clinical Skills Review
4.	Nursing Assessment
5.	Communication/Documentation Process

	Individual/Group Remediation Nursing Care Plan Clinic
1.	Nursing Process/Care Plan Review

	Individual/Group Remediation Drug Solution & Dosage Calculation Clinic
1.	Basic – Advanced Pharmacology Review
2.	Drug and Solution Computation – Oral, Parenteral, Intravenous
3.	Medication Administration

	Individual/Group Remediation Medical – Surgical
1.	Cardiac System Review
2.	Respiratory System Review
3.	Neurological System Review
4.	Hematology System Review
5.	Fluid & Electrolyte System Review
6.	Gastrointestinal System Review

7.	Genitourinary System Review
8.	Mock Code Blue
9.	Acid Base Balance & ABG Interpretation
10.	Ear, Nose and Throat Complications
11.	Endocrine System Review
12.	Care of the Diabetic Client – Controlled and Uncontrolled
13.	Basic – Advanced Pharmacology Review as it relates to the various components in Medical Surgical Nursing

	Individual/Group Remediation Maternal Child Health
1.	Care of the OB GYN Client
2.	Women's Health Review
3.	Care of the Pediatric Client
4.	Basic – Advanced Pharmacology Review as it relates to Women's Health and OBGYN Client

	Individual/Group Remediation Psychiatric
1.	Mental Health Nursing Review
2.	Crisis & Substance Abuse
3.	Communication/Process of Recording
4.	Anxiety Disorders
5.	Mood Disorders
6.	Defense Mechanisms
7.	Basic – Advanced Pharmacology Review



LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES
EMPLOYMENT INFORMATION FYLER

OFFICE OF NURSING AFFAIRS

Vivian Branchick, RN – Chief Nursing Officer –
Director of Nursing Affairs/vbranchick@ladhs.org
Judy Refuerzo, RN - Assistant Nursing Director/ jrefuerzo@ladhs.org
Diana Vasquez, RN - Assistant Nursing Director/ dvasquez@ladhs.org
313 North Figueroa, Room 904
Los Angeles, CA 90012
(213) 240-7702 / Fax# (213) 482-9421

HARBOR-UCLA MEDICAL CENTER

Susan Coover, RN. - Nurse Recruiter
1000 West Carson Street, Main Unit-Room 1L2
Torrance, CA 90509
(310) 222-2512/ Fax: (310) 787-0065/ scoover@ladhs.org

HIGH DESERT HEALTH SYSTEMS

Mary Lang, RN. – Nurse Recruiter
44900 N. 60th Street West, Nursing Administration
Lancaster, CA 93536
(661) 945-8585/ Fax : (661) 940-3550/ mlang@ladhs.org

LAC+USC HEALTHCARE NETWORK

Esperanza Perez, RN. – Nurse Recruiter
1200 N. State Street, Room 1822
Los Angeles, CA 90033
(323) 226-4664/ Fax: (323) 226-2781/esperez@ladhs.org

MARTIN LUTHER KING, JR. / MULTI-SERVICE AMBULATORY CARE CENTER

Katherine Cho, RN. - Nurse Recruiter
12021 South Wilmington Avenue, Room, 5C21
Los Angeles, CA 90059
(310) 668-3626/ Fax# (310) 668-5232/ katcho@ladhs.org

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

Rindy Stewart, RN. - Nurse Recruiter
7601 E. Imperial Highway, Harriman Bldg., Rm. 156
Downey, CA 90242
(562) 401-7912/ Fax# (562) 803-6231/ rlstewart@ladhs.org

VALLEYCARE OLIVE VIEW- UCLA MEDICAL CENTER AND HEALTH CENTER

Ramona Osorio, RN. - Nurse Recruiter
14445 Olive View Drive, Nursing Education Center, Suite 212
Sylmar, CA 91342
(818) 364-3317/ Fax# (818) 364-3326/ rosorio@ladhs.org