



THOMAS L. GARTHWAITE, M.D.  
Director and Chief Medical Officer

FRED LEAF  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

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July 17, 2003

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

Dear Supervisors:

**AGREEMENT AMENDMENT NO. 2 WITH EAST LOS ANGELES COLLEGE  
AND TWO NEW AGREEMENTS WITH GLENDALE COMMUNITY COLLEGE  
AND LOS ANGELES VALLEY COLLEGE FOR MENTORING AND TUTORING  
PROGRAMS FOR NURSING STUDENTS**

(1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement No. H-210896-1, substantially similar to Exhibit I, with East Los Angeles College for a Department of Health Services (DHS) Mentoring and Tutoring Program for nursing students, with a maximum County obligation in the amount of \$245,000, effective August 1, 2003 through July 31, 2005, 100 percent offset with DHS general funds.
2. Approve and instruct the Director of Health Services, or his designee, to approve two new agreements, with Glendale Community College (GCC) and Los Angeles Valley College (LAVC), substantially similar to Exhibit II, for Mentoring and Tutoring Programs for nursing students in the northern County area, with a maximum County obligation of \$183,605 for GCC and \$189,963 for LAVC, effective date of Board approval through June 30, 2005, 100 percent offset with DHS general funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The mentoring and tutoring program for nursing students enrolled at ELAC, GCC and LAVC will include clinical support services, lectures in medicine/surgery, mental health, and other subjects outlined in the college Nursing curriculum. The program provides for training in an academic and clinical setting for nursing students. The Program will also prepare students to pass the National Council Licensure Exam for Registered Nurses (NCLEX-RN) and thus, enable ELAC, GCC and LAVC successful graduates to apply for entry level Clinical and Staff Nurse positions within Los Angeles County health facilities.

In approving these actions, the Board will assist DHS in an effort to address nursing shortages in the County system.

Current County policy and procedures require the timely submission of contracts for Board approval. However, it was not possible to schedule Amendment No. 2 and the two new agreements for placement on the Board's agenda three weeks prior to their effective dates due to pending negotiations between the County and the colleges and presentation of a final agreement.

FISCAL IMPACT/FINANCING:

Amendment No. 2 with ELAC is in the amount of \$245,000, of which \$122,500 is allocated for Fiscal Year (FY) 2003-04 and \$122,500 for FY 2004-05. The total maximum County obligation for GCC is \$183,605 of which \$89,924 is allocated for FY 2003-04 and \$93,681 for FY 2004-05. The total maximum County obligation for LAVC is \$189,963, of which \$96,130 is allocated for FY 2003-04 and \$93,833 for FY 2004-05. DHS will pay 100 percent of the program costs.

Funding is included in the FY 2003-04 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENT:

The nation is in the midst of a nursing shortage. 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. California is faced with a larger problem, as passage of a recent state law requires the healthcare facilities to meet RN to patient staffing ratios, thus increasing the number of RNs the County will need to staff its facilities.

The Department has explored several 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. Colleges have indicated a key factor towards increasing the number of RN candidates would be to provide tutoring and mentoring

programs to assist students enrolled in qualified RN programs. The success rate of these programs has resulted in: 1) a decreased "drop-out" rate among students enrolled in the program; and 2) an increased passing rate for graduate students taking the state RN NCLEX exam. However, these colleges have no funds to support the cost of mentoring and tutoring programs for their students.

The development and funding of the DHS Mentoring and Tutoring Program is the result of a Board approved conciliation agreement with the U.S. Equal Employment Opportunity Commission (US/EEOC) to address discriminatory practices against Hispanics in recruitment, hiring, and promotions. The agreement with ELAC was approved by the Board on October 19, 1999, effective through July 31, 2001. Due to the success of the program at ELAC, the Board, in July 2001 approved Amendment No. 1 extending the agreement with ELAC for an additional 24 months through July 31, 2003 and expanded the program Countywide. The EEOC agreement officially ended on November 20, 2002.

On March 5, 2002, the Board instructed DHS to establish a tutoring and mentoring program, similar to the East Los Angeles County College Training Program, in the northern County area in an effort to address overall nursing shortages in the County system. The Department entered into discussions with LAVC and GCC regarding the establishment of a mentoring and tutoring program at these two institutions.

Amendment No. 2 to Agreement No. H-210896-1 with ELAC will continue nurse recruitment efforts in the East Los Angeles area through July 31, 2005. Approval of two new agreements with GCC and LAVC will expand the Tutoring and Mentoring Program to the northern County area in an effort to enhance nursing school recruitment.

County Counsel has reviewed and approved Exhibits I and II as to use and form.

#### CONTRACTING PROCESS:

The amendment with ELAC and the new agreements with GCC and LAVC are recommended on a non-competitive, non-exclusive basis. DHS did not advertise these agreements on the Countywide Web Site as an open contracting opportunity.

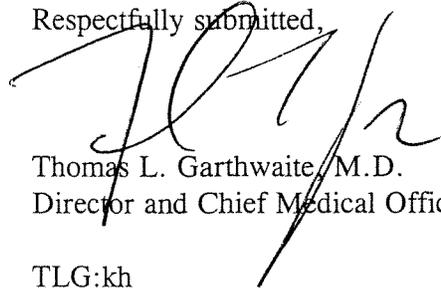
#### IMPACT ON CURRENT SERVICE(S)/PROGRAM(S):

The Department has worked with ELAC, GCC and LAVC to structure Tutoring and Mentoring Programs that meet the needs of the colleges and address the problems of their students. The Department is supporting these colleges by providing the financial assistance needed to administer successful nursing programs that will generate qualified nursing staff for County facilities.

The Honorable Board of Supervisors  
July 17, 2003  
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When approved, DHS requires three signed copies of the Board's actions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tom Garthwaite', is written over the typed name and title.

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:kh

Attachments (3)

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

BLETC2429:KH

SUMMARY OF AGREEMENTS1. Type of Services:

The mentoring and tutoring program for nursing students includes clinical support services, lectures in medical/surgical, mental health, and other subjects outlined in the college Nursing curriculum.

2. Agency Names and Contact Persons:

East Los Angeles College  
1301 Avenida Cesar Chavez  
Monterey Park, California 91745-6099  
Attention: Chair, Nursing Department  
Telephone: (323) 265-8961

Glendale Community College  
1500 North Verdugo Road  
Glendale, California 91208  
Attention: Dr. Sharon Hall, Associate Dean  
Telephone: (818)551-5270

Los Angeles Valley College  
5800 Fulton Avenue  
Valley Glen, California 91401  
Attention: Deborah diCesaer, Ed.D  
Telephone: (818) 778-5522

3. Terms:

Amendment No. 2 with ELAC is for the period of August 1, 2003 through July 31, 2005. The agreements with GCC and LAVC are effective date of Board approval through June 30, 2005.

4. Financial Information:

Amendment No. 2 with ELAC is in the amount of \$245,000, of which \$122,500 is allocated for FY 2003-04 and \$122,500 for FY 2004-05. The total maximum County obligation for GCC is \$183,605 of which \$89,924 is allocated for FY 2003-04 and \$93,681 for FY 2004-05. The total maximum County obligation for LAVC is \$189,963, of which \$96,130 is allocated for FY 2003-04 and \$93,833 for FY 2004-05. DHS will pay 100% of the program costs. Funding is included in the FY 2003-04 Adopted Budget and will be requested in future fiscal years.

5. Program Information:

The Program will prepare students to pass the National Council Licensure Exam for Registered Nurses (NCLEX-RN) and thus, enable ELAC, GCC and LAVC successful graduates to apply for entry level Clinical and Staff Nurse positions within Los Angeles County health facilities.

6. Approvals:

DHS Administration:

Fred Leaf, Chief Operating Officer

Contracts and Grants Division:

Riley Austin, Acting Chief

County Counsel (approval as to form):

Robert E. Ragland, Senior Deputy

Contract No. H210896-2

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM

EAST LOS ANGELES COLLEGE SCHOOL OF NURSING AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

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

and EAST LOS ANGELES COLLEGE INC.,  
(hereafter "Contractor" OR  
"ELAC").

WHEREAS reference is made to that certain document entitled  
"DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM EAST  
LOS ANGELES COLLEGE SCHOOL OF NURSING AGREEMENT", dated October  
19, 1999, and further identified as County Agreement No. H210896,  
between the County and EAST LOS ANGELES COLLEGE, INC.

("Contractor") and any Amendments thereto ( all hereafter  
referred to as "Agreement "); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend the term and to and make other hereinafter  
designated 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. Paragraph 1, TERM AND TERMINATION, shall be revised as follows:

"1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on upon Board approval and shall continue in full force and effect, unless sooner canceled or terminated as provided herein, to and including July 31, 2005.

B. Notwithstanding any other provision hereof, this Agreement shall be effective and binding upon the parties during any future County July 1 through June 30 fiscal year only if County's Board of Supervisors appropriates funds to cover County's obligations hereunder in County's approved budget for each such future fiscal year.

C. Notwithstanding any other provision of this Agreement, either County or Contractor may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) calendar day's prior written notice thereof to each of the other parties.

D. Director of DHS may also suspend Agreement summarily as provided in Paragraph 12, AGREEMENT

COMPLIANCE.

2. Paragraph 4, DESCRIPTION OF SERVICES, shall be revised as follows:

"4. DESCRIPTION OF SERVICES: Contractor shall provide County with tutoring/mentoring/recruitment services as described in Exhibit A-2, attached hereto and incorporated herein by reference.

3. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"5. MAXIMUM OBLIGATION OF COUNTY: During the period August 1, 2003 through July 31, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Forty-Five Thousand Dollars (\$245,000) in accordance with Exhibits B-5 and B-6, attached hereto and incorporated herein by reference"

Program expenditures shall be in accordance with the description of services described in Exhibit A-2 and for the program costs described in Exhibits B-5 and B-6, attached hereto and incorporated herein by reference.

County reserves the right to adjust the allocation of program funds as described in Exhibits B-5 and B-6 only 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 Paragraph 15, NOTICES.

4. Paragraph 6, COMPENSATION, shall be revised as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services described in this Amendment in two payments. The first payment of One Hundred Twenty-Two Thousand Five Hundred Dollars (\$122,500) will be made on or about September 1, 2003. The second payment of One Hundred Twenty-Two Thousand Five Hundred Dollars (122,500) will be made on or about September 1, 2004.

5. Paragraph 17, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996 - ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATES shall be added to the agreement as follows:

"5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 - ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATES: Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain

access to patient medical records for any reason whatsoever. Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

6. Paragraph 45, COMPLIANCE WITH JURY SERVICE PROGRAM, shall

be added to the Agreement as follows:

"45. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as

set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for

Exception", Exhibit E, is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to County.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

7. Paragraph 47, SAFELY SURRENDERED BABY LAW LANGUAGE, shall be added to the Agreement as follows:

"47. A. NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

1. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the

implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

8. Paragraph 48, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, SHALL BE ADDED TO THE Agreement as follows:

"48. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall

have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for

services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement."

9. Paragraph 49, PURCHASING RECYLCED-CONTENT BOND PAPER shall be added to this agreement as follows:

"49. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible in connecting with the services to be performed by Contractor under this Agreement.

10. Paragraph 10, CONFLICT OF TERMS, shall be amended to read as follows:

10. "CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedules(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedules (s) shall govern and prevail in the following order:

Exhibits A, A-1, A-2

Exhibits B-1, B-2, B-3 and B-4

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Attachments I-VI

11. As of August 1, 2003, Exhibit A-2 DESCRIPTION OF CONTRACTOR SERVICES shall be added to the Agreement.

12. As of August 1, 2003, Exhibits B-5 and B-6 shall be added to the Agreement.

13. As of August 1, 2003, Exhibits A-2, B-5 and B-6 shall supersede and replace Exhibits A-1, B-3 and B-4, respectively.

14. 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

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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 \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

EAST LOS ANGELES COLLEGE  
Contractor

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

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and Grants  
Division

AMENDCD2430.KH  
kh:6/3/03

**EXHIBIT A-2**

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM

**DESCRIPTION OF CONTRACTOR SERVICES**

1. DESCRIPTION OF SERVICES: The purpose of the Department of Health Services Tutoring/Mentoring Program (hereafter "Program") is to provide East Los Angeles College's (hereafter "ELAC") Nursing Department financial assistance to offer personalized academic and clinical support for nursing students. The Program is designed to improve study skills and enhance the overall learning process. The Program's goal is to assist each student from the ELAC's Nursing Department to seek employment in County health facilities thereafter.

The Program shall provide the following services:

(1) identify and tract students who fit within the criteria of the Program as described in Agreement, paragraph 3, Program Eligibility Requirement; (2) provide the lectures in medical/surgical nursing, mental health, and other courses as described in the ELAC's School of Nursing Course Modules as well as lectures preparing students to pass the National Council Licensing Exam for Registered Nurses (hereafter "NCLEX-RN"); (3) provide weekend and/or extra hospital clinical where students may volunteer to participate at County Health facilities with ELAC instructors in order to strengthen their clinical skills.

The minimum number of students in a weekend clinical group shall be three; (4) provide supportive assistance, including evening and weekend hours, consisting of seminars on topics such as assertiveness, communication skills, advocacy, self-esteem building, cultural diversity, and other subjects. In the medical/surgical areas, seminar topics will include pharmacology reviews, critical thinking, and documentation/charting.

Contractor shall conduct math computation of medications for various nursing courses with clinical component and pre-nursing academic reviews; (5) provide clinical rotations at County health facilities with Contractor's instructors; (6) participate with County in the active recruitment of nursing students for permanent and/or part time employment with County upon students' graduation and licensure as registered nurses, to include the distribution of a DHS Employment Information Flyer substantially similar to Exhibit C, attached hereto and incorporated herein, to all DHS Tutoring/Mentoring Program participants at the end of each 8 week quarter, 4 week winter intersession, and 5 week summer session of the award year; and (7) the Contractor will comply with the implementation, monitoring and evaluation instruments provided in Attachment I-VI.

2. PROGRAM STATUS AND EXPENDITURE REPORTS: Contractor agrees to provide quarterly program status reports and quarterly expenditure status reports to the DHS Human Resources-Nurse

Recruitment Office (hereafter "DHS HR-NRO) and the Financial Management and Facilities Support Administration at Contractor's according to the following schedule:

<u>REPORTING PERIOD</u>	<u>DUE DATE</u>
Summer 2003 Session (08/01/03 - 08/31/03)	11/10/03
Fall 2003, 1st Quarter (09/02/03 - 10/25/03)	11/10/03
Fall 2003, 2nd Quarter (10/26/03 - 01/16/04)	02/02/04
Winter 2003 Break (01/05/04 - 02/07/04)	03/29/04
Spring 2004, 1st Quarter (02/08/04 - 03/13/04)	03/29/04
Spring 2004, Break (04/12/04 - 04/16/04)	06/21/04
Spring 2004, 2nd Quarter (03/14/04 - 06/05/04)	06/21/04
Summer 2004 Break (06/06/04 - 07/31/04)	08/16/04
Summer 2004 Session (08/01/04 - 08/31/04)	11/08/04
Fall 2004, 1st Quarter (09/02/04 - 10/25/04)	11/08/04
Fall 2004, 2nd Quarter (10/26/04 - 12/20/04)	01/05/05
Winter 2004, Break (01/05/05 - 02/07/05)	03/28/05
Spring 2005, 1st Quarter (02/08/05 - 03/13/05)	03/28/05
Spring 2005, Break (04/12/05 - 04/16/05)	06/27/05
Spring 2005, 2nd Quarter (03/14/05 - 06/05/05)	06/27/05
Summer 2005 Sessions (06/06/05 - 07/31/05)	08/15/05

Quarterly program status reports shall include, but not necessarily be limited to, the names and number of nursing students by ethnicity enrolled in the Program and the attrition rate for the student population in the ELAC Nursing Department.

Quarterly expenditure status reports shall be based upon monthly financial reports generated internally by ELAC's Fiscal Division. The quarterly expenditure report shall include, but not limited to, the expenditure categories identified in Exhibits B-1 and B-2.

The DHS HR-NRO may request additional report information for inclusion in the above referenced quarterly reports or in additional reports during the Agreement term, and will make a reasonable effort to notify Contractor in advance of each report deadline, if additional information is required.

3. PROGRAM EVALUATION: Contractor shall evaluate its Program a minimum of once per Quarter using written evaluations from students for each Program activity. Students scoring below average will be referred to the Nurse Advisor for assessment and Program assistance. The goal is to have 90% of the total student evaluations indicate that the Program activity was of benefit to them. The Nurse Advisor will assess in writing all Program activities scoring below an average of 90%, prepare, and implement a plan of corrective action.

4. PERSONNEL: For purposes of this Agreement, Program staff will perform the following duties:

A. Nurse Advisor: The Nurse Advisor shall: (1) serve as the Program Coordinator; (2) select and supervise Program faculty and student workers in concurrence with

Nursing Department chairperson; (3) develop, schedule, and implement mini-lectures/workshops/seminars during the school year, including the summer and winter sessions; (4) identify and track students who fit within the criteria of the Program; (5) identify and provide learning activities for the ongoing retention of students; (6) document all Program activity including, but not necessarily limited to, the program evaluations referenced in Attachment I - VI below and the quarterly program status reports and quarterly expenditure status reports referenced in Agreement Exhibit A, Paragraph 2; (7) identify pre-nursing students and recommend support courses to encourage success in the overall ADN Program; (8) function as liaison between the Program and ADN faculty; (9) identify and refer students in need of financial assistance, and (10) recruit nursing students for employment upon students' graduation and licensure as registered nurses.

B. Faculty Tutors: Faculty Tutor(s) shall meet with smaller subgroups of approximately 3 or more students per tutoring session. The Faculty Tutor shall participate in the mini-lectures/seminars/workshops academic and/or clinical tutoring/mentoring provided by this Program. In addition, sign-in sheets for each tutoring session shall be maintained and shall include: instructor's name,

participant names, date, length of session, and brief description of content. Copies of the sign-in sheets shall be retained by Contractor and made available to DHS HR-NRO upon request.

C: Teaching Assistants: Under the supervision of the Program Coordinator, and Program staff, the teaching assistant will 1) assist students with the appropriate use of nursing learning laboratory/learning resources, 2) assist students on computer, 3) supervise students when practicing clinical skills, and 4) assist the Program staff when necessary.

D. Student Workers: Under the supervision of the Nurse Advisor and program staff, the student worker will 1) assist program staff as needed, 2) manage the distribution of learning resource materials, 3) provide minimal typing and filing of correspondence, and (4) act as peer counselors.

**EXHIBIT B**

**County of L.A.-Dept. of Health Services  
Tutoring/Mentoring Grant Program**

**Summary of Project Costs**

2003 Summer Break Period:

August 1, 2003 to August 31, 2003

1st Academic Fall 2003 Quarter Period:

September 2, 2003 to October 25, 2003

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost
								Sal. & Ben.
<b>Nursing Advisor</b> (17.5hrs/wk x 8 wks)	140	61.33571	0.00%	0.00	61.34	8,587.00	0.00	8,587.00
<b>Faculty Tutors</b> (26hrs/wk x 8 wks)	160	52.66000	9.70%	5.11	57.77	8,425.60	817.28	9,242.88
<b>Teaching Assistant</b> (0hrs/week x 8 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
<b>Student Workers</b> (35hrs/wk x 9 wks.)	417	9.36000	0.00%	0.00	9.36	3,903.12	0.00	3,903.12
<b>Total for 2003 Summer &amp; 1st Fall 2003 Qtr Session</b>						<b>21,150.68</b>	<b>817.28</b>	<b>21,967.97</b>

2nd Academic Fall 2003 Quarter Period:

October 26, 2003 to January 16, 2004

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost
								Sal. & Ben.
<b>Nursing Advisor</b> (17.5hrs/wk x 8 wks)	210	61.33571	0.00%	0.00	61.34	12,880.50	0.00	12,880.50
<b>Faculty Tutors</b> (20hrs/wk x 12 wks)	312	52.66000	9.70%	5.11	57.77	16,429.92	1,593.70	18,023.62
<b>Teaching Assistant</b> (1hr/week x 12 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
<b>Student Workers</b> (35hrs/wk x 12 wks.)	417	9.36000	0.00%	0.00	9.36	3,903.12	0.00	3,903.12
<b>Total for 2nd Fall 2003 Quarter Session</b>						<b>33,448.50</b>	<b>1,593.70</b>	<b>35,042.20</b>

EXHIBIT B

County of L.A.-Dept. of Health Services  
Tutoring/Mentoring Grant Program

Summary of Project Costs

2003 Winter Intersession  
1st Academic Spring 2004 Quarter Period:

January 5, 2004 to February 7, 2004  
February 8 to March 13, 2004

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
Nursing Advisor (17.5hrs/wk x 8 wks)	140	61.33571	0.00%	0.00	61.34	8,587.00	0.00	8,587.00
Faculty Tutors (20hrs/wk x 8 wks)	160	52.66000	9.70%	5.11	57.77	8,425.60	817.28	9,242.88
Teaching Assistant (0hrs/week x 8 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
Accounting	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
Student Workers (35hrs/wk x 8 wks.)	278	9.36000	0.00%	0.00	9.36	2,602.08	0.00	2,602.08
<b>Total for 1st Spring 2004 Quarter &amp; Winter Intersession</b>						<b>19,849.64</b>	<b>817.28</b>	<b>20,666.93</b>

2nd Academic Spring 2004 Quarter Period:  
2004 Spring Break

March 14, 2004 to June 5, 2004  
April 12 to April 16, 2004

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
Nursing Advisor (17.5hrs/wk x 12 wks)	210	61.33571	0.00%	0.00	61.34	12,880.50	0.00	12,880.50
Faculty Tutors (20hrs/wk x 12 wks)	240	52.66000	9.70%	5.11	57.77	12,638.40	1,225.92	13,864.32
Teaching Assistant (0hrs/week x 12 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
Accounting	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
Student Workers (35hrs/wk x 12 wks)	417	9.36000	0.00%	0.00	9.36	3,903.12	0.00	3,903.12
<b>Total for 2nd Spring 2004 Qtr &amp; Spring Break</b>						<b>29,656.98</b>	<b>1,225.92</b>	<b>30,882.91</b>

EXHIBIT B

County of L.A.-Dept. of Health Services  
Tutoring/Mentoring Grant Program

Summary of Project Costs

2004 Summer Break Period:

June 6 to July 31, 2004

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
<b>Nursing Advisor</b> (5hrs/wk x 5 wks)	40	52.66000	5.70%	3.00	55.66	2,106.47	120.07	2,226.54
<b>Faculty Tutors</b> (35hrs/wk x 5 wks)	80	52.66000	5.70%	3.00	55.66	4,212.80	240.13	4,452.93
<b>Teaching Assistant</b> (2hrs/week x4 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	4	46.99250	0.00%	0.00	46.99	187.97	0.00	187.97
<b>Student Workers</b> (35hrs/wk x 5 wks.)	278	9.36000	0.00%	0.00	9.36	2,602.08	0.00	2,602.08
<b>Total for 2004 Summer Break Period</b>						<b>9,109.32</b>	<b>360.20</b>	<b>9,469.51</b>

COST OF CONTRACT PERSONNEL - FIRST YEAR	\$118,029.52
COST OF CONTRACT SUPPLIES - FIRST YEAR	<u>4,470.48</u>
TOTAL COST OF CONTRACT - FIRST YEAR	<u>\$122,500.00</u>

## EXHIBIT B

County of L.A.-Dept. of Health Services  
Tutoring/Mentoring Grant Program

## Summary of Project Costs

2004 Summer Break Period:

August 1, 2004 to August 31, 2004

1st Academic Fall 2004 Quarter Period:

September 2, 2004 to October 25, 2004

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost
								Sal. & Ben.
<b>Nursing Advisor</b> (17.5hrs/wk x 8 wks)	140	61.33571	0.00%	0.00	61.34	8,587.00	0.00	8,587.00
<b>Faculty Tutors</b> (20hrs/wk x 8 wks)	160	52.66000	9.70%	5.11	57.77	8,425.60	817.28	9,242.88
<b>Teaching Assistant</b> (0hrs/week x 8 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
<b>Student Workers</b> (35hrs/wk x 12 wks.)	417	9.36000	0.00%	0.00	9.36	3,903.12	0.00	3,903.12
<b>Total for 2004 Summer &amp; 1st Fall 2004 Qtr Session</b>						<b>21,150.68</b>	<b>817.28</b>	<b>21,967.97</b>

2nd Academic Fall 2004 Quarter Period:

October 26, 2004 to December 20, 2004

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost
								Sal. & Ben.
<b>Nursing Advisor</b> (17.5hrs/wk x 12 wks)	210	61.33571	0.00%	0.00	61.34	12,880.50	0.00	12,880.50
<b>Faculty Tutors</b> (20hrs/wk x 12 wks)	312	52.66000	9.70%	5.11	57.77	16,429.92	1,593.70	18,023.62
<b>Teaching Assistant</b> (0hrs/week x 12 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
<b>Student Workers</b> (35hrs/wk x 12 wks.)	417	9.36000	0.00%	0.00	9.36	3,903.12	0.00	3,903.12
<b>Total for 2nd Fall 2004 Quarter Session</b>						<b>33,448.50</b>	<b>1,593.70</b>	<b>35,042.20</b>

**EXHIBIT B**

**County of L.A.-Dept. of Health Services  
Tutoring/Mentoring Grant Program**

**Summary of Project Costs**

**2005 Winter Intersession  
1st Academic Spring 2005 Quarter Period:**

**January 5, 2005 to February 7, 2005  
February 8 to March 13, 2005**

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
<b>Nursing Advisor</b> (17.5hrs/wk x 8 wks)	140	61.33571	0.00%	0.00	61.34	8,587.00	0.00	8,587.00
<b>Faculty Tutors</b> (20hrs/wk x 8 wks)	160	52.66000	9.70%	5.11	57.77	8,425.60	817.28	9,242.88
<b>Teaching Assistant</b> (0hrs/week x 8 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
<b>Student Workers</b> (35hrs/wk x 8 wks.)	278	9.36000	0.00%	0.00	9.36	2,602.08	0.00	2,602.08
<b>Total for 1st Spring 2005 Quarter &amp; Winter Intersession</b>						<b>19,849.64</b>	<b>817.28</b>	<b>20,666.93</b>

**2nd Academic Spring 2005 Quarter Period:  
2005 Spring Break**

**March 14, 2005 to June 5, 2005  
April 12 to April 16, 2005**

Personnel	No.of Hrs.	Hrly Rates	EB Rates	Emp.Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost (Sal. & Ben.)
<b>Nursing Advisor</b> (17.5hrs/wk x 12 wks)	210	61.33571	0.00%	0.00	61.34	12,880.50	0.00	12,880.50
<b>Faculty Tutors</b> (20hrs/wk x 12 wks)	240	52.66000	9.70%	5.11	57.77	12,638.40	1,225.92	13,864.32
<b>Teaching Assistant</b> (0hrs/week x 12 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	5	46.99250	0.00%	0.00	46.99	234.96	0.00	234.96
<b>Student Workers</b> (35hrs/wk x 8 wks.)	417	9.36000	0.00%	0.00	9.36	3,903.12	0.00	3,903.12
<b>Total for 2nd Spring 2005 Qtr &amp; Spring Break</b>						<b>29,656.98</b>	<b>1,225.92</b>	<b>30,882.91</b>

**EXHIBIT B**

**County of L.A.-Dept. of Health Services  
Tutoring/Mentoring Grant Program**

**Summary of Project Costs**

2005 Summer Break Period:

June 6 to July 31, 2005

Personnel	No. of Hrs.	Hrly Rates	EB Rates	Emp. Ben.	Rate+Ben.	Total Salaries	Total Ben.	Total Cost Sal. & Ben.
<b>Nursing Advisor</b> (5hrs/wk x 8 wks)	40	52.66000	5.70%	3.00	55.66	2,106.47	120.07	2,226.54
<b>Faculty Tutors</b> (10hrs/wk x 8 wks)	80	52.66000	5.70%	3.00	55.66	4,212.80	240.13	4,452.93
<b>Teaching Assistant</b> (0hrs/wk x 7 wks)	0	31.77000	0.00%	0.00	31.77	0.00	0.00	0.00
<b>Accounting</b>	4	46.99250	0.00%	0.00	46.99	187.97	0.00	187.97
<b>Student Workers</b> (35hrs/wk x 8 wks.)	278	9.36000	0.00%	0.00	9.36	2,602.08	0.00	2,602.08
<b>Total for 2005 Summer Break Period</b>						<b>9,109.32</b>	<b>360.20</b>	<b>9,469.51</b>

COST OF CONTRACT PERSONNEL - SECOND YEAR	\$118,029.52
COST OF CONTRACT SUPPLIES - SECOND YEAR	<u>4,470.48</u>
TOTAL COST OF CONTRACT - SECOND YEAR	<u>\$122,500.00</u>
COST OF CONTRACT - FIRST YEAR	<u>\$122,500.00</u>
COST OF CONTRACT - SECOND YEAR	<u>\$122,500.00</u>
TOTAL FOR 2003-2004, 2004-2005	<u>\$245,000.00</u>

## Description of Courses

First Year

## FIRST SEMESTER

## Nursing 76B—Health Assessment—1.5 Units

This course introduces beginning nursing students to basic physical assessment tools and skills in developing a client's health history and conducting head to toe physical examinations. The Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory will be discussed and utilized to integrate assessment findings.

Hours per week—3 Lecture

Total Weeks: 8

## Nursing 76A—Introduction to the Nursing Process and Critical Thinking—1.5 Units

This course introduces Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Needs and how to develop a nursing care plan.

Hours per week—3 Lecture

Total Weeks: 8

## Nursing 65— Fundamentals of Nursing—4 Units

This course introduces fundamental concepts of the nursing profession, including its history, theory, ethical and legal considerations as well as the program's conceptual framework utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's development Theory.

Hours per week—4.25 Lecture

Total Weeks: 8

Clinical 13.5 (add ½ hour for lunch)

## Nursing 66—Nursing Process and Practice in the Care of the Adult Patient—4 Units

This beginning medical-surgical nursing course integrates critical thinking skills as it introduces the student to concepts and principles of basic nursing care for clients with alterations in the following areas: immune responses, human immunodeficiency, virus infections, cancer, integumentary and hematological system.

Hours per week—4.25 Lecture

Total Weeks: 8

Clinical 13.5 (add ½ hour for lunch)

## Nursing 75A—Pharmacology I—1 Unit

This course introduces basic pharmacological therapy and mathematical computations of drugs to first year nursing students utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—2 Lecture

Total Weeks: 8

# NURSING COURSE MODULES

## Part I

## Curriculum Overview

### First Year

#### SECOND SEMESTER

##### Nursing 67—Nursing Process and Practice in the Care of the Adult Client II—4 Units

This medical-surgical nursing course provides theoretical and clinical experiences in the care of the adult client with alterations in oxygenation, ventilation, tissue perfusion, metabolic, hormonal regulation and neurosensory utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—4.25 Lecture  
Clinical 13.5 (add ½ hour for lunch)

Total Weeks: 8

##### Nursing 68—Care of Clients with Alteration in Mental Health—4 Units

This course provides theoretical and clinical experience in the care of clients with alterations in mental health utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—4.25 Lecture  
Clinical 13.5 (add ½ hour for lunch)

Total Weeks: 8

##### Nursing 75B—Pharmacology II—1 Unit

This course focuses the nurse's role and responsibilities in the medication administration process. Emphasis will be placed on assessment of client's health status, knowledge of various pharmacological agents, expected outcomes and health teaching, utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—2 Lecture

Total Weeks: 8

##### Nursing 73A—Role Transition I—0.5 Units

This course introduces developmental, situational, wellness-health problems, and organizational changes to acquaint the student with goals and responsibilities of the registered nurse in a multicultural society utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—1 Lecture

Total Weeks: 8

### Second Year

#### THIRD SEMESTER

##### Nursing 69—Nursing Process and Practice in the Care of the adult Client III—4 Units

This medical-surgical III nursing course provides theoretical and clinical experiences in the care of the adult client with alterations in genitourinary, fluid/electrolyte, musculoskeletal, gastrointestinal and hepatobiliary systems utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—4.25 Lecture  
Clinical 13.25 (add ½ hour for lunch)

Total Weeks: 8

# NURSING COURSE MODULES

## Part I

## Curriculum Overview

### Nursing 71—Women's Health and Newborn Care—4 Units

This course is designed to prepare the student to undertake her/his role in providing of safe and effective care to women and the newborn. Emphasis is made on the physiological care and complications including the emotional, psychosocial, cultural and legal aspects utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory. Clinical experiences are provided in a variety of community settings.

Hours per week—4.25 Lecture  
Clinical 13.25 (add ½ hour for lunch)

Total Weeks: 8

### 76C—Health Assessment and Critical Thinking—1.5 Units

This course focuses on utilizing the nursing Process and critical thinking skills to interpret, analyze, and organize healthy assessment findings while integrating Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—3 Lecture

Total Weeks: 8

## Second Year

### FOURTH SEMESTER

### Nursing 70—Nursing Process and in Practice in the Care of Children—4 Units

This course is designed to prepare the student to provide safe and effective Nursing Care to the Pediatric Client utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's developmental Theory. Theoretical/clinical concepts include health maintenance and complications emphasizing emotional, psychosocial, cultural and legal aspects.

Hours per week—9 Lecture  
Clinical 13.25 (add ½ hour for lunch)

Total Weeks: 4

### Nursing 72—Nursing process & Practice in the Care of the Adult Client IV—4 Units

This medical-surgical nursing course provides theoretical and clinical experiences in the care of adult clients with complex medical or surgical alterations and emergency situations utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—4.25 Lecture  
Clinical 13.25 (add ½ hour for lunch)

Total Weeks: 8

### Nursing 73B—Role Transition II—0.5 Units

This theory course is taught concurrently with Preceptorship. It offers students the opportunity to explore major factors involved in the transition from the student role to that of the professional registered nurse focusing on effective leadership and management, utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—2 Lecture  
Clinical 13.25 (add ½ hour for lunch)

Total Weeks: 4

# NURSING COURSE MODULES

## Part I

## Curriculum Overview

### Preceptorship—2.5 Units

This course is taught concurrently with Role Transition II. It is designed to facilitate/ease the transition from generic student and LVN to staff nurse. Focus is on allowing the student to perform nursing duties/responsibilities on the supervision of a RN preceptor, utilizing the Nursing Process, Maslow's Hierarchy of Needs, and Erikson's Developmental Theory.

Hours per week—4.25 Lecture  
Clinical 32—36

*Total Weeks: 4*

## EXHIBIT C

### COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES EMPLOYMENT INFORMATION FLYER



**ATTENTION NEW GRADUATES...** The Los Angeles County Department of Health Services (DHS) is committed to achieving diversity in the workplace. As the nation's second largest health care provider, DHS offers great nursing jobs that offer growth and advancement, as well as a variety of options to consider. You can work in different settings such as suburban community hospitals, large metropolitan medical and trauma centers, acute rehabilitation, and public health centers. Our patients encompass every type of clinical care and represent a genuine cross section of our community. DHS also brings together every kind of health care professional and blends their skills in a collaborative fashion.

No matter what nursing specialty you wish to pursue, it can be found at one of our DHS facilities and/or public health programs. To learn more about the many nursing jobs at DHS, you may call one of the following DHS facilities:

**LAC+USC HealthCare Network**  
Los Angeles, California  
Judy Refuerzo, Nurse Recruiter  
Tel: (323) 226-4664

**Martin Luther King, Jr./Charles R. Drew Medical Center**  
Los Angeles, California  
Carolyn Taylor, Nurse Recruiter  
Tel: (310) 668-3626

**Harbor-UCLA Medical Center**  
Torrance, California  
Susan Coover, Nurse Recruiter  
Tel: (310) 222-2512

**High Desert Hospital**  
Lancaster, California  
Vanessa Young, Contact Person  
Tel: (661) 945-8584

**ValleyCare Olive View-UCLA Medical Center**  
Sylmar, California  
Ramona Osorio, Nurse Recruiter  
Tel: (818) 364-3317

**Public Health**  
Los Angeles, California  
Sharon Trucker, Nurse Recruiter  
Tel: (213) 240-7725

**Rancho Los Amigos National Rehabilitation Center**  
Downey, California  
Amy Lentz, Nurse Recruiter  
Tel: (562) 401-7912

DHS Nurse Recruitment Hotline  
**1-888-45-NURSE**  
Debi Popkins, Director of Nurse Recruiter

DHS job bulletins and applications are available on the Internet.  
**WEBSITE: [www.ladhs.org](http://www.ladhs.org)**

An Equal Employment Opportunity Employer

# EXHIBIT D

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME \_\_\_\_\_

CONTRACTOR/EMPLOYER NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

### GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

### EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

### CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have need to know the information. I agree that if propriety information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of the contract by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract, or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME \_\_\_\_\_  
(Signature) \_\_\_\_\_ (Print)

POSITION \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

DISCUSSED WITH EMPLOYEE (SUPERVISOR NAME) \_\_\_\_\_  
(Signature)

SUPERVISOR NAME \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Print)

POSITION \_\_\_\_\_

c: HMS Project Manager  
Director of County Department of Health Services

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(      )	
Solicitation For ( Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

**Part I: Jury Service Program is Not Applicable to My Business**

- My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having mor than ten employees, including full-time and part-time employees, and annual gross revenues int eh preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:**

**(877) BABY SAFE**

**(877) 222-9723**

**[babysafela.org](http://babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

---

**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

---

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

ATTACHMENT I

EAST LOS ANGELES COLLEGE  
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: \_\_\_\_\_

*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: \_\_\_\_\_

\_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



ATTACHMENT III

SEMINARS/WORKSHOP  
FOR ELAC NURSING STUDENTS

Sponsored by: Los Angeles County Department of Health Services  
Tutoring/Mentoring Program

EVALUATION OF SEMINAR/WORKSHOP

\_\_\_\_\_  
PRESENTER'S NAME [PRINT NAME]

\_\_\_\_\_  
DATE

INSTRUCTIONS: PLEASE TAKE A FEW MINUTES TO EVALUATE TODAY'S PRESENTATION.  
YOUR EVALUATION WILL BE USED TO IMPROVE FUTURE  
PRESENTATIONS. THANKS FOR YOUR COOPERATION.

PLEASE RANT THE FOLLOWING STATE ON A CSCALE OF 0 TO 10  
0 = No Opinion; 1 = Poor; 2 = Adequate, 3 = Good; 4 = Excellent

	0	1	2	3	4
1. INFORMATION PRESENTED WAS:					
2. PRESENTATION FORMAT WAS:					
3. WAS ENOUGH TIME ALLOCATED?					
4. WAS THIS SEMINAR/WORKSHOP BENEFICIAL?					

4. WHAT ADDITIONAL ISSUES WOULD YOU HAVE LIKED TO HAVE BEEN PRESENTED IN  
THIS SEMINAR/WORKSHOP?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. COMMENT(S): (e.g., HOW WAS IT BENEFICIAL TO YOU?) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT IV

EAST LOS ANGELES COLLEGE  
NURSING DEPARTMENT

DHS TUTORING/MENTORING

Student Evaluation  
of  
DHS Tutoring/Mentoring Program Course:

\_\_\_\_\_  
COURSE

\_\_\_\_\_  
TUTOR

\_\_\_\_\_  
DATE

Instruction: Circle one of the multiple choices.

- 1) The instructor's presentation was effective:
  - 1) Strongly Agree
  - 2) Agree
  - 3) Disagree
  - 4) Strongly Disagree
  
- 2) The tutoring presented was related to the course content:
  - a) Strongly Agree
  - 2) Agree
  - 3) Disagree
  - 4) Strongly Disagree
  
- 3) The information presented will be useful in enhancing my performance clinical settings:
  - a) Strongly Agree
  - 2) Agree
  - 3) Disagree
  - 4) 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 below* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 5) Suggestions for Improvement(s) and/or Other Comments: \_\_\_\_\_

\_\_\_\_\_

ATTACHMENT V

EAST LOS ANGELES COLLEGE'S 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
- b) Agree

- c) Disagree
- 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
- b) Agree

- c) Disagree
- d) Strongly Disagree

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

- a) Personal attention
- b) Explanation of rationales

- c) Time management
- 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

ATTACHMENT VI

EAST LOS ANGELES COLLEGE'S NURSING DEPARTMENT  
DHS TUTORING/MENTORING PROGRAM

TUTOR'S EVALUATION OF STUDENTS IN CLINICALS

Date: \_\_\_\_\_

To: NURSING ADVISOR

RE: \_\_\_\_\_

INSTRUCTION: PLEASE CIRCLE ONE OF THE RATING SCALES

<u>RATING SCALE</u>	EXCELLENT		AVERAGE		POOR	UNKNOWN
KNOWLEDGE OF NURSING	5	4	3	2	1	0
TECHNICAL KNOWLEDGE & SKILL	5	4	3	2	1	0
ABILITY TO APPLY NURSING PROCESS	5	4	3	2	1	0
ABILITY TO EXPRESS SELF ORALLY	5	4	3	2	1	0
ABILITY TO RELATE TO OTHERS	5	4	3	2	1	0

COMMENT(S):

STRENGTH OF OVERALL EVALUATION: (CIRCLE ONE)

<u>EXCELLENT</u>	<u>AVERAGE</u>	<u>NEEDS FOR FURTHER SUPPORT</u>		<u>UNSATISFACTORY</u>	
5	4	3	2	1	0

SIGNATURE: \_\_\_\_\_

NUMBER OF HOUR(S): \_\_\_\_\_

Contract # \_\_\_\_\_

**DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM  
GLENDALE COMMUNITY COLLEGE SCHOOL OF NURSING AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

GLENDALE COMMUNITY COLLEGE  
(hereafter "Contractor" or  
"GCC"),

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 a recent state law 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, County is required to expand the Tutoring/Mentoring Program (hereafter "Program") for selected Schools of Nursing in an effort to address overall nursing shortages in the County healthcare system; and

WHEREAS, Contractor is a 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").

NOW, THEREFORE, the parties agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence effective date of Board approval and shall continue in full force and effect, unless sooner canceled or terminated as provided herein, to and including June 30, 2005.

B. Notwithstanding any other provision hereof, this Agreement shall be effective and binding upon the parties during any future County July 1 through June 30 fiscal year only if County's Board of Supervisors appropriates funds to cover County's obligations hereunder in County's approved budget for each such future fiscal year.

C. Notwithstanding any other provision of this Agreement, either County or Contractor may terminate same at any time for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to each of the other parties.

D. Director of DHS may also suspend Agreement summarily as provided in Paragraph 12, AGREEMENT COMPLIANCE.

2. ADMINISTRATION: The Director of DHS (hereafter "Director"), or his/her duly authorized designee (hereafter collectively "Administrator") shall have the authority to administer this Agreement on Contractor's behalf.

Contractor shall designate a Nurse Advisor who shall function as liaison with County regarding Contractor's performance hereunder.

3. PROGRAM ELIGIBILITY REQUIREMENT: Eligibility for Tutoring/Mentoring Program shall include, but is not necessarily limited to, those students registered at GCC who: 1) request academic assistance from the Provider, 2) receive less than seventy-six (76) percent on any nursing course examination at GCC, 3) have an academic history of course work repetition in nursing curriculum at GCC, or 4) are otherwise identified by a Program faculty member(s) or other Program representative as needing academic assistance.

4. DESCRIPTION OF SERVICES: Contractor shall provide County with the tutoring/mentoring/recruitment services as described in Exhibit A, attached hereto and incorporated herein by reference.

5. 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-Three Thousand Six Hundred Five Dollars (\$183,605).

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.

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 15. NOTICES.

6. COMPENSATION: County agrees to compensate Contractor for performing services described in this Agreement in two payments. The first payment of Eight-Nine Thousand Nine Hundred and Twenty-Four Dollars (\$89,924) will be made on or about September 1, 2003. The second payment of Ninety-Three Thousand Six Hundred and Eighty-One Dollars (\$93,681) will be made on or about September 1, 2004.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS: 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 applicable County maximum obligation as payment for such services, as determined by County. For the purposes 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 thirty-five percent (35%) 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. If the increase or decrease exceeds thirty-five percent (35%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the project services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by

Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of project service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the, ALTERATION OF TERMS Paragraph of this Agreement.

8. INDEMNIFICATION:

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 County's Department of Health Services, 313 North Figueroa, Contracts & Grants Division, 6<sup>th</sup> Floor East, Los Angeles, California 90012 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 insured 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 twenty-four (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.

C. 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. If Contractor's employees will be engaged

in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law 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.

9. FAILURE TO PROCURE INSURANCE: Failure on the part of Contractor to obtain or maintain the required insurance in Paragraph 8 above shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. Director is authorized to suspend this Agreement if evidence of the required insurance coverage is not received by County pursuant to Paragraph 8 above.

10. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibit A

Exhibit B-1 and B-2

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Attachments I - V

11. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule attached hereto, 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.

12. AGREEMENT COMPLIANCE: Should Contractor as determined by Director of DHS, fail to comply with any provision set forth hereunder, Director may do any or all of the following in addition

to other rights which Director or County may have hereunder or at law:

A. Send Contractor a written warning, followed by an attempt by telephone, itemizing the area(s) of concern and request or specify a plan for remedial action.

B. Send a written itemized listing notifying Contractor of Director's intent to summarily suspend Agreement with intent to recommend termination of Agreement.

13. RETURN OF COUNTY FUNDS: If this Agreement is terminated by either part, with or without cause, Contractor shall return the remaining funds to County in a lump sum within thirty (30) calendar days of Contractor's date of notification to County or within thirty (30) calendar days of County's date of notification to Contractor, as applicable.

The amount returned by Contractor to County shall be based on the total dollar amount received by Contractor, less a prorated amount for the actual time elapsed between the effective date of this Agreement and the notification date by either party, as applicable. The prorated amount to be returned by Contractor to County shall be determined by Administrator, whose decision shall be final.

Any unexpended funds remaining with Contractor as of July 31, 2004 shall be returned to County by August 31, 2004. The amount returned by Contractor to County shall be based on Administrator's review of Contractor's quarterly expenditure reports referenced in

Paragraph 5. The unexpended grant amount to be returned by Contractor to County shall be determined by Administrator, whose decision shall be final.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 - ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATES:

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and



1500 North Verdugo Road  
Glendale, California 91208  
(818) 551-5270

Attention: Associate Dean, Nursing Department

16. ADDITIONAL PROVISIONS: The terms and conditions reflected in the "Additional Provisions", attached hereto and incorporated herein by reference, shall be binding upon the parties as though fully set forth herein.

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 have caused this Agreement to be subscribed in its behalf by their duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Director

GLENDALE COMMUNITY COLLEGE:

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

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(Affix Contractor's Seal Here)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL  
Lloyd W. Pellman  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

AGREECD2431  
kh:7/8/03

## **ADDITIONAL PROVISIONS**

**ADDITIONAL PROVISIONS**  
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## ADDITIONAL PROVISIONS

1. ADMINISTRATION AND MONITORING: County's Project Manager shall be responsible for approving all Project deliverables and invoices in accordance with this Agreement. County's Project Manager shall not make any changes to the terms and conditions of this Agreement.

Contractor'S Nurse Advisor shall be responsible for providing Program services and for meeting all Program objectives described under Exhibit "A", DESCRIPTION OF SERVICES, attached hereto and incorporated herein by reference.

Contractor agrees to extend to County's Project Manager and his or her staff 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. NO INTENT TO CREATE THIRD-PARTY BENEFICIARY CONTRACT: 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 under this Agreement.

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. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. 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, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not 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.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may determine to cancel, terminate, or suspend 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 State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a 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.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under his Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit D, attached hereto and incorporated herein by reference.

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 GAIN 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 County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to 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. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in

accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

B. Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

C. A General Ledger.

D. A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

E. Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the

person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

F. Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

G. The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee time cards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located

outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

H. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

I. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Health Services - Financial Services Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

J. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

K. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available,

upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

L. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written

program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

M. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

- (1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services

hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

14. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and

interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include

improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County and the State EMS Authority. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such

County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

20. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s).

Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(1) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(2) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit

for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts 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 subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by County be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

21. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such

Federal, State, or local laws, ordinances, regulations, rules, or directives.

22. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its By-Laws; meet not less than required by the By-Laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

23. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business

and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS at any time during the term of this Agreement.

24. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor,

the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

25. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by

Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable

to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION:

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that gratuities or consideration, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing a contract or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration or gratuities may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

29. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to

Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:  
Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a

material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

31. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

32. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

33. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall

during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's District Attorney ("DA") a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the

DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

34. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

35. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

36. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

37. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

38. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

41. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such

bar is direct or indirect, or whether such bar in is whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff member(s) from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

42. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

43. SUPPLIES: Contractor shall purchase and provide supplies for the Program in the amount not exceeding the limits set forth in this Agreement under Exhibits B-1 and B-2. Supplies may include computer software programs and updated videos, to be retained by ELAC following the expiration or earlier termination of this Agreement. Supply funds may be used to pay for reprographic services. In no event, however, shall such "supplies" include computer hardware (e.g., central processing units, monitors, keyboards, printers, power directors, or modems).

44. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor"

means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement

commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", Exhibit E, is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to County.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach,

County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

45. A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

1. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's

Department of Children and Family Services will supply the Contractor with the poster to be used."

46. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement."

47. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement.

## **EXHIBITS**

**EXHIBIT A**

DEPARTMENT OF HEALTH SERVICES TUTORING/MENTORING PROGRAM

**DESCRIPTION OF CONTRACTOR SERVICES**

1. DESCRIPTION OF SERVICES: The purpose of the Department of Health Services Tutoring/Mentoring Program (hereafter "Program") is to provide Glendale Community College's (hereafter "GCC") Nursing Department financial assistance to offer personalized academic and clinical support for nursing students. The Program is designed to improve study skills and enhance the overall learning process. The Program's goal is to assist each student from the GCC's Nursing Department to seek employment in County health facilities thereafter.

The Program shall provide the following services:

(1) identify and track students who fit within the criteria of the Program as described in Agreement, paragraph 3, Program Eligibility Requirement; (2) provide the lectures in medical/surgical nursing, mental health, and other courses as described in the GCC's School of Nursing Curriculum as well as lectures preparing students to pass the National Council Licensing Exam for Registered Nurses (hereafter "NCLEX-RN"); (3) provide supportive seminars and/or workshops on topics such as written and oral communication skills, academic advisement,

priority /stress management, study skills, pharmacology reviews, clinical remediation, information competency, math computation, and other subjects; (4) participate with County in the active recruitment of nursing students for permanent and/or part time employment with County upon students' graduation and licensure as registered nurses, to include the distribution of a DHS Employment Information Flyer substantially similar to Exhibit C, attached hereto and incorporated herein, to all DHS Tutoring/Mentoring Program participants at the end of each quarter, winter, and summer session of the award year; and (5) the Contractor will comply with the implementation, monitoring and evaluation instruments provided in Attachment I-IV.

2. PROGRAM STATUS AND EXPENDITURE REPORTS: Contractor agrees to provide program status reports and expenditure status reports to the DHS Human Resources-Nurse Recruitment Office (hereafter "DHS HR-NRO) and the Financial Management and Facilities Support Administration at Contractor's according to the following schedule:

<u>REPORTING PERIOD</u>	<u>DUE DATE</u>
Fall 2003(September 2003 - December 2003)	*
Winter 2004 Intersession (January 2004 - February 2004)*	*
Spring 2004 (February 2004 - June 2004)	*
Summer 2004 (July 2004 - August 2004)	*
Fall 2004(September 2004 - December 2004)	*

Winter 2005 Intercession (January 2005 - February 2005)\*

Spring 2005 (February 2005 - June 2005) \*

\* Report due 2 weeks after end of quarter/session

Program status reports shall include, but not necessarily be limited to, the names and number of nursing students by ethnicity enrolled in the Program and the attrition rate for the student population in the GCC Nursing Department.

Expenditure status reports shall be based upon monthly financial reports generated internally by GCC. The expenditure report shall include, but not limited to, the expenditure categories identified in Exhibits B.

The DHS HR-NRO may request additional report information for inclusion in the above referenced reports or in additional reports during the Agreement term, and will make a reasonable effort to notify Contractor in advance of each report deadline, if additional information is required.

3. PROGRAM EVALUATION: Contractor shall evaluate its Program a minimum of once per Quarter using written evaluations from students for each Program activity. Students scoring below average will be referred to the Nurse Advisor for assessment and Program assistance. The goal is to have 90% of the total student evaluations indicate that the Program activity was of benefit to them. The Nurse Advisor will assess in writing all Program

activities scoring below an average of 90%, prepare, and implement a plan of corrective action.

4. PERSONNEL: For purposes of this Agreement, Program staff will perform the following duties:

A. Nurse Advisor: The Nurse Advisor shall: (1) serve as the Program Coordinator; (2) select and supervise Program faculty and student workers in concurrence with Nursing Department chairperson; (3) develop, schedule, and implement mini-lectures/workshops/seminars during the school year, including the summer and winter sessions; (4) identify and track students who fit within the criteria of the Program; (5) identify and provide learning activities for the ongoing retention of students; (6) document all Program activity including, but not necessarily limited to, the program evaluations referenced in Attachment I - IV below and the program status reports and expenditure status reports referenced in Agreement Exhibit A, Paragraph 2; (7) identify pre-nursing students and recommend support courses to encourage success in the overall AND Program; (8) function as liaison between the Program and faculty; (9) identify and refer students in need of financial assistance, and (10) recruit nursing students for employment upon students' graduation and licensure as registered nurses.

B. Faculty Tutors: Faculty Tutor(s) shall meet with smaller subgroups of approximately 3 or more students per tutoring session. The Faculty Tutor shall participate in the mini-lectures/seminars/workshops academic and/or clinical tutoring/mentoring provided by this Program. In addition, sign-in sheets for each tutoring session shall be maintained and shall include: instructor's name, participant names, date, length of session, and brief description of content. Copies of the sign-in sheets shall be retained by Contractor and made available to DHS HR-NRO upon request.

C: Teaching Assistants: Under the supervision of the Program Coordinator, and Program staff, the teaching assistant will 1) assist students with the appropriate use of nursing learning laboratory/learning resources, 2) assist students on computer, 3) supervise students when practicing clinical skills, and 4) assist the Program staff when necessary.

D. Student Workers: Under the supervision of the Nurse Advisor and program staff, the student worker will 1) assist program staff as needed, 2) manage the distribution of learning resource materials, 3) provide minimal typing and filing of correspondence, and (4) act as peer counselors.

Glendale Community College  
 Proposal: Tutor/Mentor Grant Program  
 ACADEMIC SESSION: FALL SEMESTER (Sept-Dec) 2003

Activity	Frequency	Target Group	Total Hours	Cost/Hour	Benefits	Total Cost
<b>Nursing Counseling and Advisement</b>						
Nursing Workshops (Nursing advisor)	6 hours / mo.	Nursing Program Applicants	24	47.00	225.60	1,353.60
Academic Advisement (Nursing advisor)	10 hours / wk.	All Nursing Students	160	47.00	1,504.00	9,024.00
Priority/Stress Management (Crisis counselors)	4 hours / mo.		12	47.00	112.80	676.80
<i>Counseling Sub-Total</i>			<b>196</b>			<b>11,054.40</b>
Study Skills Workshops (Faculty learning specialist)	1 hour / wk.	First Semester Nursing Students	16	47.00	150.40	902.40
<i>Study Skills Delivery Sub-Total</i>			<b>16</b>			<b>902.40</b>
<b>Tutoring for Workplace Communication Skills</b>						
Accent reduction	10 hours / sem.	All Nursing Students	10	47.00	90.00	540.00
Faculty tutors(English/writing faculty)	3 hours / sem.		48	47.00	432.00	2,592.00
Student tutors (writing)	3 hours / wk.		48	10.00	none	480.00
Information Competency	4 hours / sem.		4	47.00	36.00	216.00
Helping nursing faculty remediate student writing (workshop/in-service)	8 hours / sem.	Nursing Faculty	8	47.00	75.20	451.20
<i>Communication Skill Sub-Total</i>			<b>118</b>			<b>4,279.20</b>
<b>Nursing Lab</b>						
Staff to keep open	20 hours / wk.		320	21.87	1,399.68	8,398.08
Faculty (course content)	6 hours / mo.	All Nursing Students	24	45.00	216.00	1,296.00
Student tutors (nursing content)	2.5 hours / wk.		40	10.00	none	400.00
Supplies/Equipment - Nursing Skills Practice	Per Semester		---	---		350.00
<i>Nursing Skills Lab Sub-Total</i>			<b>384</b>			<b>10,444.08</b>
<b>Content/Achievement and Remediation Testing</b>						
entering generic students (24)	---	New Nursing Students		244.00@		5,856.00
entering CSULA students (10)	---			148.00@		1,480.00
entering LVN-RN students (12)	---			126.00@		1,512.00
2 <sup>nd</sup> level achievement/tutoring (30)	---			189.00@		5,670.00
3 <sup>rd</sup> level achievement/tutoring (24)	---	Continuing Students		126.00@		3,024.00
4 <sup>th</sup> level NCLEX-RN preparation (32)	---	Graduating Students		63.00@		2,016.00
<i>Remediation/Testing Sub-Total</i>						<b>19,558.00</b>
<b>FALL 2003 SEMESTER TOTAL</b>			<b>714</b>			<b>46,238.08</b>

Glendale Community College  
 Proposal: Tutor/Mentor Grant Program

ACADEMIC SESSION: WINTER INTERSESSION (Jan-Feb) 2004

Activity	Frequency	Target Group	Total Hours	Cost/Hour	Benefits	Total Cost
<b>Nursing Counseling and Advisement</b>						
Nursing Workshops (Nursing advisor)	1 hour / wk.	Nursing Program Applicants	6	47.00	56.40	338.40
Academic Advisement (Nursing advisor)	10 hours / wk.	All Nursing Students	60	47.00	564.00	3,384.00
<i>Counseling Sub-Total</i>			<b>66</b>			<b>3,722.40</b>
<b>Tutoring for Pharmacology</b>						
Student tutors (dosage calculation)	3 hours / wk.	New Generic Students	18	10.00	none	180.00
Faculty (Pharmacology content)	4.5 hours / wk.	LVN-RN Students	27	45.00	243.00	1,458.00
<i>Communication Skill Sub-Total</i>			<b>45</b>			<b>1,638.00</b>
<b>Nursing Lab</b>						
Staff to keep open/Supervise/Assist/Tutor	10 hours / wk.	All Nursing Students	60	21.87	262.44	1,574.64
<i>Nursing Skills Lab Sub-Total</i>			<b>60</b>			<b>1,574.64</b>
<b>WINTER INTERSESSION 2004 SEMESTER TOTAL</b>			<b>171</b>			<b>6,935.04</b>

Glendale Community College  
Proposal: Tutor/Mentor Grant Program

ACADEMIC SESSION: SPRING SEMESTER (Feb - June) 2004

Activity	Frequency	Target Group	Total Hours	Cost/Hour	Benefits	Total Cost
<b>Nursing Counseling and Advisement</b>						
Nursing Workshops (Nursing advisor)	6 hours / mo.	Nursing Program Applicants	24	47.00	225.60	1,353.60
Academic Advisement (Nursing advisor)	10 hours / wk.	All Nursing Students	160	47.00	1,504.00	9,024.00
Priority/Stress Management (Crisis counselors)	4 hours / mo.		12	47.00	112.80	676.80
<i>Counseling Sub-Total</i>			<b>196</b>			<b>11,054.40</b>
Study Skills Workshops (Faculty learning specialist)	1 hour / wk.	First Semester Nursing Students	16	47.00	150.40	902.40
<i>Study Skills Delivery Sub-Total</i>			<b>16</b>			<b>902.40</b>
<b>Tutoring for Workplace Communication Skills</b>						
Accent reduction	10 hours / sem.		10	45.00	90.00	540.00
Faculty tutors(English/writing faculty)	3 hours / sem.	All Nursing Students	48	45.00	432.00	2,592.00
Student tutors (writing)	3 hours / wk.		48	10.00	none	480.00
Information Competency	4 hours / sem.		4	45.00	36.00	216.00
Helping nursing faculty remediate student writing (workshop/in-service)	4 hours / sem.	Nursing Faculty	4	47.00	37.60	225.60
<i>Communication Skill Sub-Total</i>			<b>114</b>			<b>4,053.60</b>
<b>Nursing Lab</b>						
Staff to keep open	20 hours / wk.		320	21.87	1,399.68	8,398.08
Faculty (course content)	6 hours / mo.	All Nursing Students	24	45.00	216.00	1,296.00
Student tutors (nursing content)	2.5 hours / wk.		40	10.00	none	400.00
Supplies/Equipment-Nursing Skills Practice	Per Semester		---	---		350.00
<i>Nursing Skills Lab Sub-Total</i>			<b>384</b>			<b>10,444.08</b>
<b>Content/Achievement and Remediation Testing</b>						
new generic students /w weekend-evening (36) entering LVN-RN students (12)	---	New Nursing Students	N/A	244.00@ 126.00@	N/A	8,784.00 1,512.00
<i>Remediation/Testing Sub-Total</i>						<b>10,296.00</b>
<b>SPRING 2004 SEMESTER TOTAL</b>						
			<b>710</b>			<b>36,750.48</b>
<b>TOTAL (September 2003 – June 2004)</b>			<b>1595</b>		<b>Rounded Up</b>	<b>89,924.00</b>

Glendale Community College  
 Proposal: Tutor/Mentor Grant Program

**ACADEMIC SESSION: SUMMER (July-August) 2004**

Activity	Frequency	Target Group	Total Hours	Cost/Hour	Benefits	Total Cost
<b>Nursing Counseling and Advisement</b>						
Nursing Workshops (Nursing advisor)	1 hour / wk.	Nursing Program Applicants	6	50.19	60.22	361.36
Academic Advisement (Nursing advisor)	10 hours / wk.	All Nursing Students	60	50.19	602.28	3,613.68
<i>Counseling Sub-Total</i>			<b>66</b>			<b>3,975.04</b>
<b>Tutoring for Pharmacology</b>						
Student tutors (dosage calculation)	3 hours / wk.	New Generic Students	18	11.00	none	198.00
Faculty (Pharmacology content)	4.5 hours / wk.	LVN-RN Students	27	50.19	271.26	1,626.56
<i>Communication Skill Sub-Total</i>			<b>45</b>			<b>1,824.56</b>
<b>Tutoring for Clinical Retention</b>						
Summer Clinical Remediation Program (faculty-supervised)	24 hours / wk.	Continuing Nursing Students Needing Clinical Remediation	96	50.19	963.64	5,781.88
<i>Clinical Tutoring Sub-total</i>			<b>96</b>			<b>5,781.88</b>
<b>Nursing Lab</b>						
Staff to keep open/Supervise/Assist/Tutor	10 hours / wk.	All Nursing Students	60	24.00	288.00	1,728.00
<i>Nursing Skills Lab Sub-Total</i>			<b>60</b>			<b>1,728.00</b>
<b>SUMMER SESSION 2004 SEMESTER TOTAL</b>			<b>267</b>			<b>13,309.48</b>

Glendale Community College  
Proposal: Tutor/Mentor Grant Program

**ACADEMIC SESSION: FALL SEMESTER (Sept – Dec) 2004**

Activity	Frequency	Target Group	Total Hours	Cost/Hour	Benefits	Total Cost
<b>Nursing Counseling and Advisement</b>						
Nursing Workshops (Nursing advisor)	6 hours / mo.	Nursing Program Applicants	24	49.00	235.20	1,411.20
Academic Advisement (Nursing advisor)	10 hours / wk.	All Nursing Students	160	49.00	1,568.00	9,408.00
Priority/Stress Management (Crisis counselors)	4 hours / mo.		12	49.00	117.60	705.60
<i>Counseling Sub-Total</i>			<b>196</b>			<b>11,524.80</b>
Study Skills Workshops (Faculty learning specialist)	1 hour / wk.	First Semester Nursing Students	16	49.00	156.80	940.80
<i>Study Skills Delivery Sub-Total</i>			<b>16</b>			<b>940.80</b>
<b>Tutoring for Workplace Communication Skills</b>						
Accent reduction	10 hours / sem.		10	47.00	94.00	564.00
Faculty tutors(English/writing faculty)	3 hours / sem.	All Nursing Students	48	47.00	451.20	2,707.20
Student tutors (writing)	3 hours / wk.		48	11.00	none	528.00
Information Competency	4 hours / sem.		4	47.00	37.60	225.60
Helping nursing faculty remediate student writing (workshop/inservice)	2 hours / sem.	Nursing Faculty	2	49.00	19.60	117.60
<i>Communication Skill Sub-Total</i>			<b>112</b>			<b>4,142.40</b>
<b>Nursing Lab</b>						
Staff to keep open	20 hours / wk.		320	24.00	1,536.00	9,216.00
Faculty (course content)	6 hours / mo.	All Nursing Students	24	47.00	225.60	1,353.60
Student tutors (nursing content)	2.5 hours / wk.		40	11.00	none	440.00
Supplies/Equipment-Nursing Skills Practice	Per Semester		---	---		350.00
<i>Nursing Skills Lab Sub-Total</i>			<b>384</b>			<b>11,359.60</b>
<b>Content/Achievement and Remediation Testing</b>						
new generic students (24)	---			244.00@		5,856.00
Entering CSULA students (10)	---	New Nursing Students	N/A	148.00@	N/A	1,480.00
entering LVN-RN students (12)	---			126.00@		1,512.00
<i>Remediation/Testing Sub-Total</i>						<b>8,848.00</b>
<b>FALL 2004 SEMESTER TOTAL</b>			<b>708</b>			<b>36,815.20</b>

Glendale Community College  
 Proposal: Tutor/Mentor Grant Program

**ACADEMIC SESSION: WINTER INTERSESSION (Jan - Feb) 2005**

Activity	Frequency	Target Group	Total Hours	Cost/Hour	Benefits	Total Cost
<b>Nursing Counseling and Advisement</b>						
Nursing Workshops (Nursing advisor)	1 hour / wk.	Nursing Program Applicants	6	49.00	58.80	352.80
Academic Advisement (Nursing advisor)	10 hours / wk.	All Nursing Students	60	49.00	588.00	3,528.00
<i>Counseling Sub-Total</i>			<b>66</b>			<b>3,880.80</b>
<b>Tutoring for Pharmacology</b>						
Student tutors (dosage calculation)	3 hours / wk.	New Generic Students	18	11.00	none	198.00
Faculty (Pharmacology content)	4.5 hours / wk.	LVN-RN Students	27	47.00	243.00	1,522.80
<i>Communication Skill Sub-Total</i>			<b>45</b>			<b>1,720.00</b>
<b>Nursing Lab</b>						
Staff to keep open/Supervise/Assist/Tutor	10 hours / wk.	All Nursing Students	60	24.00	288.00	1,574.64
<i>Nursing Skills Lab Sub-Total</i>			<b>60</b>			<b>1,574.64</b>
<b>WINTER INTERSESSION 2005 SEMESTER TOTAL</b>			<b>171</b>			<b>7,175.44</b>

Glendale Community College  
Proposal: Tutor/Mentor Grant Program

**ACADEMIC SESSION: SPRING SEMESTER (Feb – June) 2005**

Activity	Frequency	Target Group	Total Hours	Cost/Hour	Benefits	Total Cost
<b>Nursing Counseling and Advisement</b>						
Nursing Workshops (Nursing advisor)	6 hours / mo.	Nursing Program Applicants	24	49.00	235.20	1,411.20
Academic Advisement (Nursing advisor)	10 hours / wk.	All Nursing Students	160	49.00	1,568.00	9,408.00
Priority/Stress Management (Crisis counselors)	4 hours / mo.		12	49.00	117.60	705.60
<i>Counseling Sub-Total</i>			<b>196</b>			<b>11,524.80</b>
Study Skills Workshops (Faculty learning specialist)	1 hour / wk.	First Semester Nursing Students	16	47.00	156.80	940.80
<i>Study Skills Delivery Sub-Total</i>			<b>16</b>			<b>940.80</b>
<b>Tutoring for Workplace Communication Skills</b>						
Accent reduction	10 hours / sem.		10	47.00	94.00	564.00
Faculty tutors(English/writing faculty)	3 hours / sem.	All Nursing Students	48	47.00	451.20	2,707.20
Student tutors (writing)	3 hours / wk.		48	11.00	none	528.00
Information Competency	4 hours / sem.		4	47.00	37.60	225.60
Helping nursing faculty remediate student writing (workshop/in-service)	4 hours / sem.	Nursing Faculty	4	47.00	39.20	235.20
<i>Communication Skill Sub-Total</i>			<b>114</b>			<b>4,260.00</b>
<b>Nursing Lab</b>						
Staff to keep open	20 hours / wk.		320	24.00	1,536.00	9,216.00
Faculty (course content)	6 hours / mo.	All Nursing Students	24	47.00	225.60	1,353.60
Student tutors (nursing content)	2.5 hours / wk.		40	11.00	none	440.00
Supplies/Equipment-Nursing Skills Practice	Per Semester		---	---	---	350.00
<i>Nursing Skills Lab Sub-Total</i>			<b>384</b>			<b>11,358.60</b>
<b>Content/Achievement and Remediation Testing</b>						
new generic students /w weekend-evening (36) entering LVN-RN students (12)	---	New Nursing Students	N/A	244.00@	N/A	8,784.00
	---			126.00@		1,512.00
<i>Remediation/Testing Sub-Total</i>						<b>10,296.00</b>
<b>SPRING 2005 SEMESTER TOTAL</b>			<b>710</b>			<b>36,381.20</b>
<b>TOTAL (July 2004 – June 2005)</b>					<b>Rounded Up</b>	<b>93,681.00</b>

Glendale Community College  
 Proposal: Tutor/Mentor Grant Program

Academic Year	Session	Session Total Cost	Staffing Cost	Staff Hours	Average Cost Staff/Hour	Equipment/Testing Costs	Total Cost per Academic Year
2003 - 2004	FALL	46,238.08	26,330.08	714	36.88	19,908.00	89,924.00
	WINTER INTERSESSION	6,935.04	6,935.04	171	40.56	---	
	SPRING	36,750.48	26,104.48	710	36.77	10,646.00	
2004 - 2005	SUMMER	13,309.48	13,309.48,	267	49.84	---	93,681.00
	FALL	36,815.20	27,617.20	708	39.01	9,198.00	
	WINTER INTERSESSION	7,175.44	7,175.44	171	41.96	---	
	SPRING	36,381.20	25,735.20	710	36.25	10,646.00	

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
EMPLOYMENT INFORMATION FLYER**



**ATTENTION NEW GRADUATES...** The Los Angeles County Department of Health Services (DHS) is committed to achieving diversity in the workplace. As the nation's second largest health care provider, DHS offers great nursing jobs that offer growth and advancement, as well as a variety of options to consider. You can work in different settings such as suburban community hospitals,

large metropolitan medical and trauma centers, acute rehabilitation, and public health centers. Our patients encompass every type of clinical care and represent a genuine cross section of our community. DHS also brings together every kind of health care professional and blends their skills in a collaborative fashion.

No matter what nursing specialty you wish to pursue, it can be found at one of our DHS facilities and/or public health programs. To learn more about the many nursing jobs at DHS, you may call one of the following DHS facilities:

**LAC+USC HealthCare Network**  
Los Angeles, California  
Judy Refuerzo, Nurse Recruiter  
Tel: (323) 226-4664

**Martin Luther King, Jr./Charles R. Drew Medical Center**  
Los Angeles, California  
Carolyn Taylor, Nurse Recruiter  
Tel: (310) 668-3626

**Harbor-UCLA Medical Center**  
Torrance, California  
Susan Coover, Nurse Recruiter  
Tel: (310) 222-2512

**High Desert Hospital**  
Lancaster, California  
Vanessa Young, Contact Person  
Tel: (661) 945-8584

**ValleyCare Olive View-UCLA Medical Center**  
Sylmar, California  
Ramona Osorio, Nurse Recruiter  
Tel: (818) 364-3317

**Public Health**  
Los Angeles, California  
Sharon Trucker, Nurse Recruiter  
Tel: (213) 240-7725

**Rancho Los Amigos National Rehabilitation Center**  
Downey, California  
Amy Lentz, Nurse Recruiter  
Tel: (562) 401-7912

DHS Nurse Recruitment Hotline  
**1-888-45-NURSE**  
Debi Popkins, Director of Nurse Recruiter

DHS job bulletins and applications are available on the Internet.

**WEBSITE: [www.ladhs.org](http://www.ladhs.org)**

An Equal Employment Opportunity Employer

**EXHIBIT D**

**CONTRACTOR EMPLOYEE  
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

PROJECT NAME \_\_\_\_\_

CONTRACTOR/EMPLOYER NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have need to know the information. I agree that if propriety information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of the contract by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract, or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME \_\_\_\_\_  
(Signature) \_\_\_\_\_ (Print)

POSITION \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

DISCUSSED WITH EMPLOYEE (SUPERVISOR NAME) \_\_\_\_\_  
(Signature)

SUPERVISOR NAME \_\_\_\_\_  
(Print) Date \_\_\_\_/\_\_\_\_/\_\_\_\_

POSITION \_\_\_\_\_

c: HMS Project Manager  
Director of County Department of Health Services

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(       )	
Solicitation For ( Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

### Part I: Jury Service Program is Not Applicable to My Business

- My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:  
(877) BABY SAFE  
(877) 222-9723  
babysafela.org**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

---

**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

---

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

## **ATTACHMENTS**

GLENDALE COMMUNITY COLLEGE – NURSING DEPARTMENT

**INSTRUCTOR REFERRAL TO NURSING ADVISOR**

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
TUTORING AND MENTORING PROGRAM

Date: \_\_\_\_\_

To: Nursing Advisor, Program Coordinator

From: \_\_\_\_\_

Course: \_\_\_\_\_

Student's Name: \_\_\_\_\_

*Criteria:* Nursing examination 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



GLENDALE COMMUNITY COLLEGE – NURSING DEPARTMENT

**STUDENT EVALUATION OF SEMINAR/WORKSHOP**

SPONSORED BY:  
 COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
 TUTORING AND MENTORING PROGRAM

\_\_\_\_\_  
 Presenter's Name (Please Print)

\_\_\_\_\_  
 Date

Instructions: Please take a few minutes to evaluate today's presentation. Your evaluation will be used to improve future presentations. Thank you for your cooperation.

Please rate the following.

0=Not at All

4=Completely

	0	1	2	3	4
1. Did this seminar/workshop meet your objectives?					
2. Was the level of instruction appropriate?					
3. Was the length appropriate?					
4. Would you recommend this seminar/workshop to others?					

5. What other issues or areas of discussion would you like presented in this seminar/workshop?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Comment(s): (e.g., How was this beneficial to you?)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

GLENDALE COMMUNITY COLLEGE – NURSING DEPARTMENT

**STUDENT EVALUATION OF  
TUTORING AND MENTORING PROGRAM COURSE**

SPONSORED BY:  
COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
TUTORING AND MENTORING PROGRAM

DATE: \_\_\_\_\_

COURSE: \_\_\_\_\_

TUTOR: \_\_\_\_\_

**Instruction:** Check (  ) one of the multiple choices.

- 1) **The instructor's presentation was effective:**
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  
- 2) **The tutoring presented was related to the course content:**
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  
- 3) **The information presented will be useful in enhancing my performance in clinical settings:**
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  
- 4) **This tutoring presentation was:**
  - Beneficial
  - Not Beneficial (Please comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )
  
- 5) **Suggestions for Improvement(s) and/or other comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Glendale Community College -- Department of Nursing

### REGISTERED NURSING CURRICULUM

The RN curriculum is four semesters in length. It is a very challenging and rigorous curriculum designed to prepare graduates for entry level positions as registered nurses in hospital and community health care settings. It is a full-time program of study leading to an A.S. degree with a major in nursing.

All nursing programs provide the student with clinical experience and classroom instruction. Glendale College nursing faculty members are directly responsible for teaching and supervising clinical experience. Local hospitals and other health care/community agencies provide the clinical facilities at which students, under supervision, provide direct nursing care to patients.

The following schedule presents the sequence of required nursing classes which includes the course description, unit value, and the format in which they are traditionally offered.

#### **6-Week Winter Intersession or Summer Session:**

Prerequisites and application criteria exist for all nursing classes - please check the Glendale Community College Catalog and Application Requirements for more information. Students must apply and be accepted as a nursing student by the Department of Nursing prior to registering for nursing classes.

New Students begin their nursing classes in the short academic session that precedes their clinical or skill-based courses. These classes are the foundation for the clinical classes that follow and must be completed satisfactorily in order to advance in the sequence.

#### **NS 200 - Nursing Perspectives - 1.5 units**

Nursing Science 200 presents an overview of current health and nursing practice issues with their historical influences. Topics provide the novice nurse an overview of historical and philosophical viewpoints regarding regulatory scopes of practice, ethics and law, interdisciplinary roles, communication, health, and health care delivery trends.

*Lecture: 5 hours per week (6 week format).*

#### **NS 205 - Essentials of Medication Administration - 0.5 units**

Nursing Science 205 is an introductory course which presents the basic knowledge required for safe medication administration. This course is the foundation for the subsequent two course pharmacology sequence and emphasizes the ability of the student to calculate correct drug dosages. The role of the nurse in pharmacologic therapy is presented, stressing individual accountability in the administration of medication. The way drugs work, their absorption, routes of administration, and rationale for use are thoroughly studied. Federal and state regulations which pertain to the administration of medications and regulation of controlled substances are examined.

*Lecture: 1.5 hours per week (6 week format).*

**First Semester Classes:**

Prerequisites and application criteria exist for all nursing classes - please check the Glendale Community College Catalog and Application Requirements for more information.

**NS 201 – Nursing Seminar I – 1 unit**

Nursing Science 201 provides an enrichment opportunity for all level one nursing students to further explore the application of medical-surgical, fundamentals, and pharmacological classroom content to the clinical situation. The course includes discussion, demonstration, computer simulation, guided practice, and audiovisual presentations.

*Laboratory: 3 hours per week (16 week format).*

**NS 208 - Pharmacology for Nursing - 1 unit**

Nursing Science 208 introduces the nursing student to the basic knowledge of pharmacology required to administer medications. The nursing process and unmet human needs provide a framework for the study of selected classes of medications. The nurse's role in promoting safe and effective pharmacologic therapy is stressed. The importances of health team communication and patient education and legal/ethical issues related to medication administration are integrated throughout the course. Emphasis is placed on teaching the patient/family and promoting compliance in medication management.

*Lecture: 2.5 hours per week (16 week format).*

**NS 210 - Fundamentals of Nursing – 3.5 units**

Nursing Science 210 introduces the core concepts, principles, and clinical skills common to all areas and levels of nursing practice. It presents the delivery of nursing care based on a hierarchy of universal human needs which impact health, quality of life, and achievement of potential. The entry level student is introduced to the components and use of the nursing process. This course provides the basic platform of nursing knowledge, skills, and caring upon which subsequent nursing courses build. The student is introduced to health care resources for electronic information retrieval. Clinical experiences in the ambulatory and/or acute and long-term care health care settings and simulated experiences in the College Nursing Skills Laboratory are included.

*Lecture: 3.0 hours and laboratory 12.0 hours per week (first 7 weeks of the semester).*

**NS 211 - Medical-Surgical Nursing I – 3.5 units**

Nursing Science 211 introduces the student to the basic concepts involved in caring for the patient with a medical-surgical health problem. The course stresses unmet human needs and the nursing process as organizing frameworks for nursing knowledge and skills. Health care needs of the older adult are emphasized. This course continues to emphasize access and use of electronically obtained information related to nursing and health care. Clinical experiences which provide an opportunity for the student to apply theoretical concepts and utilize basic clinical skills are included.

*Lecture: 3.0 hours and laboratory 12.0 hours per week (second 7 weeks of semester).*

## **Second Semester Classes:**

Prerequisites and application criteria exist for all nursing classes - please check Glendale Community College Catalog for more information.

### **NS 212 - Medical-Surgical Nursing II - 4.5 units**

Nursing Science 212 continues the study of the adult with unmet needs resulting from health problems. This course addresses the needs of patients across the adult life span whose health care needs require more complex nursing interventions and skill using the nursing process. The student is encouraged to build on skills gained from the previous semester in electronic acquisition and use of health care information. Clinical experiences are included which provide an opportunity for the student to apply theoretical concepts, think critically, and build clinical skills.

*Lecture: 2 hours per week (16 week format)*

*Laboratory: 15.0 hours per week (7- week format – first or second half of the semester, alternating with NS 222 laboratory).*

### **NS 222 - Psychiatric Nursing - 3.5 units**

Nursing Science 222 focuses on the dynamics of adult clients undergoing acute and chronic psychosocial stress. The nursing process, including interviewing skills, is presented within a framework of total mental health team management. Therapeutic relationship is presented as a means of expressing caring. The causes of stress are identified from various theoretical perspectives. The student is encouraged to undertake self exploration and develop a concept of the individual that includes the ability to adapt as a result of successful human need fulfillment. The course provides the student with knowledge and understanding of the interrelatedness of developmental, environmental, cultural, socioeconomic and ethnic factors affecting psychosocial adaptation along the health-illness continuum. Laboratory experiences in mental health settings are included.

*Lecture: 2 hours per week (16 week format)*

*Laboratory: 9.0 hours per week (7-week format – first or second half of the semester, alternating with NS 212 laboratory for the generic student or with NS 213 for the Career Ladder LVN-RN student).*

## **Third Semester Classes:**

Prerequisites and application criteria exist for all nursing classes - please check Glendale Community College Catalog for more information.

### **NS 213 - Medical-Surgical Nursing III - 4.5 units**

Nursing Science 213 continues the study of the adult and the aging adult with unmet needs resulting from increasingly complex health problems. This course addresses the needs of patients/clients whose health care needs require complex nursing interventions and competence using the nursing process. Physical assessment is reintroduced at a more complex level, building on previous knowledge and experiences. A portion of clinical assignments focuses on the aging adult with complicated health care needs. Clinical experiences include acute and community-based experiences which provide an opportunity for the student to apply theoretical concepts, demonstrate critical thinking, and increase clinical skills.

*Lecture: 2 hours per week (16 week format)*

*Laboratory: 15.0 hours per week (7-week format – first or second half of the semester, alternating with NS 223 laboratory for the generic student or with NS 222 for the Career Ladder LVN-RN student).*

**NS 223 – Maternal Child Health Nursing - 5.5 units**

Nursing Science 223 focuses on the needs of the growing family and incorporates both maternity and pediatric nursing content. The nursing process is stressed as the student learns to adapt previously learned skills and knowledge to the unmet needs of the maternity and pediatric patient. Observation and direct care of normal and high risk populations are included. Theory and clinical experiences are structured to provide the second year nursing student with the opportunity to develop essential linkages for decision making and prioritization unique to this specialty.

*Lecture: 3.5 hours per week (16 week format)*

*Laboratory: 12.0 hours per week (7-week format – first or second half of the semester, alternating with NS 213 laboratory).*

**NS 217 – Bridge to Registered Nursing Practice – 1 unit**

Nursing 217 is an introduction for the LVN to the concepts central to registered nursing practice.

It provides clarification of the philosophy and unifying theme which serve as the foundation for the registered nurse curriculum at Glendale Community College. Course design fosters clinical application of the nursing process and its integration into nursing practice. This class is required of all students given advanced placement in the nursing program.

*Lecture: 3 hours per week (6-week format).*

**Fourth Semester Classes:**

Prerequisites and application criteria exist for all nursing classes - please check Glendale Community College Catalog for more information.

**NS 214 - Medical-Surgical Nursing IV - 5.5 units**

Nursing Science 214 continues the study of the adult with unmet needs resulting from complex health problems. This course addresses the needs of patients/clients whose health care needs require complex nursing interventions and proficiency in the use of the nursing process. Content includes licensure issues and leadership principles in preparation for entry into practice as a licensed registered nurse. Clinical experiences are structured in a preceptorship format to provide a greater opportunity for the student to apply theoretical concepts and manage multiple priorities, as well as refine critical thinking and clinical skills.

*Lecture: 2.5 hours per week (16 week format) and*

*Laboratory: 9.0 hours per week (12-13 week format) but a significant portion of the hours are scheduled in an intensive 3 – 4 week rotation as a preceptorship or internship to simulate actual staff nurse schedule and responsibilities. Each student is assigned a staff nurse preceptor with whom they work individually during this time.*

**NS 215 - Nursing Practice in Contemporary Settings - 3.0 units**

Nursing Science 215 provides the fourth semester nursing student the with the opportunity to integrate and apply previously learned skills and knowledge from all areas of nursing practice to new, current, and/or evolving health care settings. Classroom content focuses on the forces which have influenced modern health care in America as well as the sociological, political, and economic issues which shape the delivery of contemporary health care and the practice of nursing. Classroom and clinical experiences assist the student to acquire additional proficiency which will assist in securing an entry level registered nurse position.

*Lecture: 1.5 hours per week (16 week format)*

*Laboratory: 4.5 hours per week (3 – 4 week forma, alternating with the clinical preceptorship in NS 214).*

## **STUDENT DEVELOPMENT – RETENTION STUDY SKILLS COMPONENT**

### **Student Development 141 – Learning Skills - 1.0 units (infused into NS 201)**

Student Development 141 is designed to present straightforward practical study techniques. A special emphasis is placed on techniques to increase concentration while reading and listening, developing skill in notetaking, preparing for and taking of examinations, writing a research paper, time management, the study environment, controlling stress and gaining motivation for success.

*Lecture: 1.0 hour per week (16 week format)*