

(213) 240-8101

March 20, 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:

HEALTH CARE WORKFORCE DEVELOPMENT PROGRAM (HCWDP)
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee (hereafter Director), to execute an agreement substantially similar to Exhibit I, with Mt. San Antonio College/Regional Health Occupations Resource Center (RHORC) to conduct an accredited registered nurse (RN) training program for qualified Department of Health Services employees, effective upon Board approval through June 30, 2005, with a maximum obligation of \$1,492,000, and authorize the Director to extend the agreement at no additional cost through June 30, 2007 upon the continued funding of the Workforce Development Program.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The Department of Health Services (DHS) is recommending approval of this training agreement, funded and sponsored under the Health Care Workforce Development Program (HCWDP). The agreement with the RHORC provides a customized nurse training program in order to train DHS employees to become registered nurses to fill critical shortages in the Department. Due to the regional, state, and national shortage of qualified RNs, DHS has not been able to recruit and retain RNs in the numbers that the Department requires to meet critical shortages and future mandated nursing staff ratios. The RHORC is able to provide training on-site at DHS facilities and at times that accommodate the working schedule of the employees. By offering this customized program to train existing DHS employees to become RN staff, the Department is

is creating a pool of RN staff who are already adapted to the DHS environment and have a vested interest in remaining with the County.

Currently, all nursing schools Statewide are filled to capacity and have long waiting lists. By contracting with the RHORC to provide this customized training program on-site at DHS facilities, eligible employees will be able to immediately begin training, without having to wait for limited nursing school openings during the regular academic year.

FISCAL IMPACT/FINANCING:

All contract costs are 100 percent offset by Workforce Investment Act (WIA) funding for the HCWDP. There is no net County cost.

The County's maximum obligation is \$1,492,000 to train 2 classes of employees who are already Licensed Vocational Nurses (LVNs) to become Registered Nurses (RNs) and 2 classes of employees in other classifications to become RNs. Each class accommodates between 12 to 24 employees each, for a total of 96 potential employees to be trained. Actual payments will depend on the number of classes that the Department can fill with qualified employees.

FY 2002-03 expenditures are estimated at \$43,000; funding is available in DHS' FY 2002-03 Budget. WIA funding for HCWDP is available for FY 2003-04; the contract costs have been included in the Department's FY 2003-04 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under the agreement, the Regional Health Occupations Resource Center (RHORC) will provide RN training programs for two categories of employees: one for employees who are already Licensed Vocational Nurses (LVN to RN Program), and the other for employees from other classifications (Generic RN Program). The LVN to RN program is a 14-month program that includes a 6-week role transition course, plus two semesters of required academic courses and clinical training. The Generic RN Program is a 24-month program comprised of four semesters of required academic courses and clinical training. Employees successfully completing either program will receive an Associate in Science degree and will be qualified to take the RN licensure exam. To ensure a maximum pass rate on the RN licensure exam, HCWDP will support the employees with counseling, tutoring, and mentoring opportunities.

All classroom instruction and clinical experience will take place in DHS facilities; instruction requiring specialized laboratories will take place at community college locations arranged by RHORC. Instruction will be structured to minimize disruption to the regular workweek to include Friday, Saturday and Sunday instruction.

The cost of the LVN-to-RN Program is \$256,000 for a class of up to 24 students; the cost of the Generic RN Program is \$490,000 for a class of up to 24 students. Two classes for each program are proposed, for a maximum obligation of \$1,492,000.

Because the State fiscal crisis will negatively impact the cash flow of community colleges, the RHORC may bill the County for \$20,000 in start-up costs for textbooks and other supplies for the LVN-to-RN program. Thereafter, the RHORC will bill the County in 14 monthly invoices in arrears; the 14th and last monthly billing may be submitted only upon completion of all academic courses for the LVN-to-RN program. Billing for the second LVN-to-RN program will follow the same procedures. Upon the commencement of the Generic RN Program, the RHORC may bill the County for \$39,000 for start-up costs for textbooks and other supplies; thereafter, the RHORC will invoice the County in 24 monthly invoices in arrears; the 24th and last monthly billing may be submitted only upon completion of all academic courses for the Generic RN program.

The agreement is effective upon Board approval, remains in force through June 30, 2005, and delegates authority to the Director to execute two one-year extensions in the term through June 30, 2007 at no additional cost if funding for the HCWDP continues beyond June 30, 2005. The extensions will allow employees to complete the training programs under the RHORC. Instruction for the first LVN-to-RN Program will begin shortly following Board approval of the agreement.

The agreement also contains a provision allowing the County to terminate the contract, either in whole or in part, with a 10-day written notice.

Attachment A provides additional information.

Exhibit I has been approved as to form by County Counsel.

CONTRACTING PROCESS:

The RHORC, headquartered at Mt. San Antonio College, is a countywide consortium with the ability to access resources from all 14 community colleges in Los Angeles County. All nursing schools Statewide are filled to capacity and have long waiting lists. After surveying the field of educational providers in Los Angeles County, DHS has determined that the RHORC is the only contractor who can provide a complete RN training program immediately, and on-site at DHS facilities while accommodating the work schedules of County employees enrolled.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Because of the demands of full-time nursing education, the employees will be permitted to attend class up to two days per week on County time depending on Facility/Program needs. The Department will arrange for adequate coverage so that patient service is not negatively impacted.

The Honorable Board of Supervisors
March 20, 2003
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When approved, the Department requires four signed copies of the Board's action.

Respectfully submitted,

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

TLG:sh

Attachment

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

SUMMARY OF AGREEMENT

1. Type of Service:

Training of two categories of DHS employees to become registered nurses: Licensed Vocational Nurses (LVN to RN Program), employees in other classifications eligible for nursing school (Generic RN Program). The contractor will provide up to two classes in each training program. Each class can accommodate between 12 - 24 employees, for a total of 96 potential employees to be trained.

2. Agency and Contact Person:

Mount San Antonio College/Regional Health Occupations Resource Center
1100 N. Grand Avenue
Walnut, CA 91789-1399

Bonnie Adams, RN, MSN, EdD
Director
Regional Health Occupations Resource Center
(909) 594-5611, Ext. 6101 or 6104.

3. Term:

The agreement is effective upon approval by the Board and remains in effect through June 30, 2005. Authority is delegated to the Director of Health Services to extend the agreement up to June 30, 2007, upon the continued funding for the Health Care Workforce Development Program.

4. Financial Information:

The County's maximum obligation is \$1,492,000, 100% revenue offset by Workforce Investment Act funding. FY 2002-03 expenditures are estimated at \$43,000.

5. Geographic Area To Be Served:

Countywide.

6. Accountable for Monitoring:

Division of Human Resources.

7. Approvals:

Division of Human Resources: Rene Topalian, Acting Director

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel: Elizabeth Friedman, Senior Deputy County Counsel



Contract by and between

COUNTY OF LOS ANGELES

and

**MOUNT SAN ANTONIO COLLEGE/REGIONAL HEALTH
OCCUPATIONS RESOURCE CENTER**

for

NURSE TRAINING AND EDUCATION SERVICES

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EXHIBITS

- A STATEMENT OF WORK
- B PERFORMANCE REQUIREMENTS SUMMARY CHART
- C BILLING AND PAYMENT
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - G1 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
 - G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT,
CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

Contract between

COUNTY OF LOS ANGELES

and

MOUNT SAN ANTONIO COLLEGE/RHORC

for

NURSE EDUCATION AND TRAINING SERVICES

This Contract and Exhibits made and entered into this ____ day of _____, 2003 by and between the County of Los Angeles, hereinafter referred to as County and Mount San Antonio College, hereinafter referred to as Contractor. Contractor is located at 1100 N. Grand Avenue, Walnut, CA 91789-1399.

RECITALS

WHEREAS, the County may contract for education and training services when certain requirements are met; and

WHEREAS, the Contractor is an accredited educational institution; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving

precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Performance Requirements Summary Chart
- 1.3 EXHIBIT C - Billing and Payment
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT I - Jury Service Ordinance
- 1.9 EXHIBIT J - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 This Contract contemplates and authorizes the education and training programs described in Exhibit "A", Statement of Work, attached hereto and incorporated herein by reference.
- 3.2 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A and Performance Requirements Summary Chart, Exhibit B.*
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective upon approval by County's Board of Supervisors and remain in effect through June 30, 2005, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 Upon the funding of the Workforce Development Program beyond June 30, 2005, the County shall have the option to extend the Contract term for up to **two** additional one-year periods through June 30, 2007 at no additional cost under the same terms and conditions. Each such option year shall be exercised by the **Director of Health Services (hereafter "Director").**

5.0 CONTRACT SUM

- 5.1 The maximum obligation for all services hereunder is One Million Four Hundred Ninety-Two Thousand Dollars (\$1,492,000). Actual reimbursement to Contractor may be less, depending on the number of classes provided and billed in accordance with Exhibit C, Billing and Payment attached hereto, and incorporated herein by reference.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/
Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract 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 Contract.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in ***Exhibit C – Billing and Payment***, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with ***Exhibit C – Billing and Payment***.

5.4.3 The Contractor's invoices shall contain the information set forth in *Exhibit C – Billing and Payment*.

5.4.4 The Contractor shall submit invoices as described in Exhibit C, Billing and Payment.

5.4.5 All invoices under this Contract shall be submitted to the following address:

Workforce Development Program

500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020
ATTN: Diane Factor

5.4.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit F*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when

entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to

the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *“Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”*, Exhibit G1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *“Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”*, Exhibit G2.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the **Director**. Any unapproved assignment or delegation shall be null and void. Any payments by the **DHS** to any approved delegate or assignee on any claim under this Contract shall be deductible, at **DHS’**

sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without **DHS'** express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such

changes shall be accomplished with an executed Change Notice signed by the Contractor and by **County's Project Manager**.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the **Board of Supervisors**.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and **by County's Board of Supervisors**.

8.4.4 The **Director of Health Services** may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the **Director of Health Services**.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within **thirty** business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract 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.

8.8.2 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 purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or 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 or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-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 the Contract 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 Jury Service 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 Contract 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 Program.

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

8.9 OBLIGATIONS AS A PROVIDER UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that

County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SETS, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern

or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 CONTRACTOR HEARING BOARD

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract 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 1088.5, and shall implement all lawfully served Wage and Earnings

Withholding Orders or Child Support Services Department 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).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens

and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the

Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and 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 work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the 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 the County and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit G1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit G2*.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

The County shall indemnify, defend and hold harmless the Contractor, its 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 the County's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020
ATTN: Diane Factor

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for

the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the 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.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or

lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

8.24.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 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 expiration or earlier termination or cancellation of this Contract.

8.25.2 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

8.25.3 Automobile Liability 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”.

8.25.4 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 the Contractor is responsible. If the 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 the 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

8.26 INTENTIONALLY BLANK

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: 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.

- 8.28.4 The Contractor certifies and agrees that it will 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 disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination

laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the **Department of Health Services** from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the **Director of Health Services**, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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 No. 1015.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The **Director of Health Services** shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor and all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.36 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

8.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.38 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, information regarding the Safely Surrendered Baby Law, its

implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit J of this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020
ATTN: Diane Factor

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this

Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee 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.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 PHYSICAL EXAMINATION: Contractor shall provide, at Contractor's expense, physical examinations for all of its employees at the time of employment hereunder, as well as, yearly physical examinations thereafter. All examination results, upon availability, shall be provided to the Director of Health Services. Contractor's personnel evidencing signs or symptoms of the presence of an infectious disease shall be medically screened prior to having patient contact. Those employees determined to have infectious potential, as defined by the Infection Control Committee,

shall be denied or removed from patient contact until a physician has determined that all such employees are no longer infectious.

A health examination, performed by a person lawfully authorized to perform such an examination, shall be required as a requisite for employment and must be performed within one week after employment. Written examination reports, signed by the person performing the examination, shall verify that employees are able to perform assigned duties.

Initial examination for tuberculosis shall include a tuberculin skin test using the Mantoux method using a five (5) Tuberculin Unit dose of PPD tuberculin stabilized with Tween-80, the result of which is read and recorded in millimeters of induration. If the result is positive, a chest film shall be obtained. A skin test need not be performed on a person with a documented positive reaction to PPD but a baseline chest X-ray shall be obtained.

An annual skin test for tuberculosis shall be performed on individuals with a previously documented negative tuberculin skin test. If an individual with a previously documented negative skin test has a subsequent positive reaction, a chest X-ray shall be obtained.

Tuberculosis testing shall be performed every four (4) years or in accordance with Comprehensive Health Center policy, whichever is less.

Contractor's personnel shall also be tested for Hepatitis B. Contractor's personnel and any person(s) performing services under this Contract must be free of any and all infectious diseases, and shall be made aware of recommended vaccinations for preventable diseases that can be prevented by vaccination.

10.0 EMERGENCY HEALTH CARE: Department of Health Services' health care facilities (hereinafter "DHS Facilities") to the extent available on premises, will provide emergency health care to

Contractor's employees and/or personnel as required while in DHS Facilities, to the extent staff and equipment are available to provide such care. DHS Facilities will not be required to furnish any of Contractor's employees and/or personnel with non-emergency medical care for an illness or injury.

11.0 SUPERVISION AND INSTRUCTION: Contractor's employees and/or personnel shall be subject to the rules and regulations of the DHS' Facility to which they are assigned. Among other things, Director will supply Contractor with a copy of DHS' Quality Improvement Program Handbook, and Contractor's employees and/or personnel shall comply with this handbook's provisions Contractor shall provide orientation to its employees and/or personnel to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on County premises.

Employees and/or personnel assigned by Contractor to supervise and instruct at DHS Facilities shall be certificated, qualified instructional personnel and are subject to approval of Director. Contractor or Director may discontinue the assignment of any Contractor's employees and/or personnel at any time. In the event the discontinuance of a Contractor employee and/or personnel providing services under this Contract is the result of the Director's request, Director will provide a written notice explaining the reasons therefore to Contractor prior to or immediately following such discontinuance.

Contractor shall, through its employees and/or personnel, provide supervision and instruction to the County employees being trained hereunder at the DHS Facilities.

DHS shall retain professional and administrative responsibility for services provided by Contractor's employees and/or personnel and shall provide sufficient direction to Contractor's employees and/or

personnel to ensure that the continuity and quality of services to DHS patients are maintained. The selection of work assignments and DHS patients with whom the Contractor's employees and/or personnel will work will be subject to the approval of Director.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Health Services, the day and year first above written.

COUNTY OF LOS ANGELES

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

MOUNT SAN ANTONIO COLLEGE/RHORC,
CONTRACTOR

By _____
Karen Meyers, Vice President
Community Education and Economic
Development

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

EXHIBIT A

STATEMENT OF WORK

Contract with

MOUNT SAN ANTONIO COLLEGE/REGIONAL HEALTH
OCCUPATIONS RESOURCE CENTER

for

NURSE TRAINING AND EDUCATION SERVICES

**MT SAN ANTONIO COLLEGE/REGIONAL HEALTH
OCCUPATIONS RESOURCE CENTER
STATEMENT OF WORK (SOW)**

1.0 SCOPE OF WORK

1.1. General Description

Contractor provides an accredited nurse education program that has been approved by the California Board of Registered Nursing (“BRN”) to prepare individuals to become Registered Nurses (“RNs”) at the Associate Degree level. The nurse education program includes, but is not limited to, classroom instruction (“didactic” instruction), laboratory instruction, and clinical practice/instruction. All individuals meeting Contractor’s program admission criteria and successfully completing Contractor’s program are awarded an Associate in Science Degree in Nursing and are qualified to take the National Council Licensure Examination (“NCLEX-RN”) for Registered Nurses.

Contractor has agreed to tailor its nurse education program for the following two categories of County employees: (a) employees who are already Licensed Vocational Nurses (“LVN’s), hereafter “LVN to RN Program”; (b) employees in other job classifications who are qualified to enter a registered nurse education program (hereafter “Generic RN Program”). County employees participating in either Program under this Contract shall be selected by the Director of Health Services (hereafter “Director”) and shall meet the admission standards of Contractor, including Contractor’s prerequisites and general education requirements.

1.2 Number of Programs

Each Program can accommodate 12 to 24 students. The Director is responsible for identifying and scheduling qualified County employees for both Programs.

The Contractor shall initially provide one each of the LVN-to-RN and Generic RN Programs and shall commence instruction when Director has selected

and scheduled qualified employees for the Programs. At the request of Director, based on the number of qualified employees identified by Director, the Contractor shall provide one additional LVN to RN Program and one additional Generic RN Program, for a maximum of two each.

1.3 Additional “Clinical Instructor”

The didactic and laboratory instruction portion of each Program can accommodate up to 24 students. However, as required by the State, the clinical practice portion of each Program is limited to 12 students per “clinical” instructor. As a result, to maintain the State required clinical instructor to student ratio, an additional clinical instructor may be necessary under each Program if the number of students exceeds twelve.

1.4 LVN to RN Program

Contractor’s program to prepare County LVN’s to become RNs is comprised of a 6-week role transition course followed by 2-semesters of academic courses and clinical instruction mandated in accredited nursing programs, totaling approximately 14-months in duration (see Exhibit B, Performance Requirements Summary). The LVN to RN Program is designed for LVNs who already have patient care experience. All instruction, including, but not limited to, didactic, laboratory and clinical shall be provided at times designated by Director, including evening and weekend hours. Other than the laboratory component of the Program, all instruction (didactic and clinical) shall take place at Department of Health Services (“DHS”) facilities designated by Director. Contractor shall be responsible for selecting and providing appropriately equipped laboratory facilities/settings on Community College campuses that meet State nurse education standards for the laboratory component of nurse education programs.

1.5 Generic RN Program

Contractor’s program to train County employees with job classifications other than LVN’s to become RNs is 4-semesters of academic courses and clinical instruction mandated in accredited nursing programs, totalling approximately

24-months in duration (see Exhibit B, Performance Requirements Summary). All instruction, including, but not limited to, didactic, laboratory and clinical shall be provided at times designated by Director, including evening and weekend hours. Other than the laboratory component of the Program, all instruction (didactic and clinical) shall take place at DHS facilities designated by Director. Contractor shall be responsible for selecting and providing appropriately equipped laboratory facilities/settings on Community College campuses that meet State nurse education standards for the laboratory component of nurse education programs.

1.6 Completion of Programs

Successful completion of either of Contractor's Programs hereunder by County's employees qualifies them to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN); in addition, Contractor shall award an Associate in Science Degree in Nursing to such employees.

2.0 REPORTS

Contractor shall provide periodic reports as required by Director, including but not limited to attendance and progress of the employees.

3.0 PERSONNEL AND LABORATORY FACILITY

Contractor shall provide all necessary instructors to provide didactic, laboratory, and clinical instruction, all textbooks, and appropriately equipped laboratory facilities/settings for the laboratory component of the nurse education Programs hereunder.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract as defined in Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan.

County personnel may observe Contractor's activities and review documents relevant to this Contract at any time during normal business hours.

However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit B, Performance Requirements Summary, lists the required classes for the nurse education Programs contemplated hereunder.

6.0 BILLING AND PAYMENT

Contractor shall be reimbursed in accordance with the provisions of Exhibit C, Billing and Payment.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
“Licensed Vocational Nurse to Registered Nurse (“LVN to RN”) Program”

Required Courses

Semester	Course Number	Units	Course Name	Instruction	Total Hours
	NURS70	2.0	Role Transition	Lecture Clinical	48 54
1	NURS 4	3.0	Maternity Nursing	Lecture Clinical	27 81
1	NURS 5	3.0	Psych Nursing	Lecture Clinical	30 81
1	NURS 6	3.0	Peds Nursing	Lecture Clinical	30 81
1	NURS 7	7.0	Medical/Surgical Nursing I: GI/Renal/Oncology	Lecture Clinical	60 198
2	NURS 8	5.0	Medical/Surgical Nursing II: Circulation/Oxygenation	Lecture Clinical	45 144
2	NURS 9	1.0	Leadership	Lecture	18
2	NURS 10	4.0	Medical/Surgical Nursing III: Integration/Regulation	Lecture Clinical	42 96
2	NURS 11	2.0	Preceptorship	Clinical only, 3 weeks Full-time	112
			Total Hours LVN to RN		1147

**MT. SAN ANTONIO COLLEGE/REGIONAL HEALTH
OCCUPATIONS RESOURCE CENTER**

BILLING AND PAYMENT

1.0 MAXIMUM OBLIGATION

County's maximum obligation for all services and supplies hereunder shall not exceed One Million Four Hundred Ninety-Two Thousand Dollars (\$1,492,000). Actual reimbursement to Contractor shall depend on the number of classes provided and the number of students in each class (see budget Schedules 1 and 2 on Pages 6 and 7 of this Exhibit). In no event shall the sum of all payments to Contractor exceed the maximum obligation.

2.0 BUDGET

The budget schedules for the "LVN to RN" Program and the "Generic RN" Program are respectively set forth as Schedules 1 and 2 on Pages 6 and 7 of this Exhibit. The total possible obligation for the "LVN to RN" Program is \$512,000. The total possible obligation for the "Generic RN" Program is \$980,000. The total maximum obligation is \$1,492,000.

3.0 INVOICES

"LVN to RN" Program (approximately 14-month program/"2-semester"): Upon approval of this Contract by County's Board of Supervisors, Contractor may invoice County the amount of Twenty Thousand Dollars (\$20,000) for start-up costs incurred for textbooks and supplies for 10 students for the "LVN to RN" Program. This amount shall be offset against amounts due for textbooks and supplies as set forth in the attached budget schedule. Thereafter, Contractor may invoice up to

\$2,000 per student for textbooks and supplies actually purchased for up to 14 additional students enrolled in the Program.

Following the commencement of instruction, Contractor shall invoice County monthly in arrears in fourteen (14) invoices as follows: thirteen (13) monthly invoices at Eleven Thousand Four Hundred Twenty-eight Dollars (\$11,428) and the fourteenth (14th) invoice at Eleven Thousand Four Hundred Thirty-six Dollars (\$11,436).

If Contractor is required to hire and utilize a second clinical instructor because the number of students exceeds twelve for the clinical portion of the training program, then Contractor may also invoice \$3,428.57 for each month for the 14-month long Program in which the second clinical instructor is required.

By the time of submission of the seventh (7th) monthly invoice the training program shall have reached mid-point, i.e., all first semester courses shall have been completed (see Exhibit B, Performance Requirements Summary). County will not pay the 7th monthly invoice until the completion of all first semester courses. Following the completion of all first semester courses, Contractor may resume its monthly invoicing, in arrears.

The fourteenth (14th) and final invoice shall be submitted only following the completion of the Program. If, at the end of the 14-month Program, Contractor has not completed instruction and County's employees are not qualified to take the NCLEX-RN and have not yet been awarded an Associate in Science Degree in Nursing, then Contractor shall continue to provide instruction under the "LVN to RN" Program on a month to month basis at no additional cost to County until County's employees completing the Program are qualified to take the NCLEX-RN and have been awarded an Associate in Science Degree in Nursing.

All invoices shall include a list of the courses completed and in progress, and attendance sheets for the County employees in the Program.

“Generic RN” Program (approximately 24-month program/”4- semesters”):

Upon commencement of the first course, Nursing 1 (entitled the “Nursing Process”), Contractor may invoice County the amount of Thirty-nine Thousand Dollars (\$39,000) for start-up costs incurred for textbooks and supplies for 13 students. This amount shall be offset against amounts due for textbooks and supplies as set forth in the attached budget schedule. Thereafter, Contractor may invoice up to \$3,000 per student for textbooks and supplies actually purchased for up to 11 additional students enrolled in the Program.

Thereafter, Contractor shall invoice County monthly in arrears in twenty-four (24) invoices as follows: twenty-three (23) monthly invoices at Thirteen Thousand Four Hundred Sixteen Dollars (\$13,416), and the twenty-fourth (24th) invoice at Thirteen Thousand Four Hundred Thirty-two Dollars (\$13,432).

If Contractor is required to hire and utilize a second clinical instructor because the number of students exceeds twelve for the clinical portion of the training program, then Contractor may also invoice \$4,000 per month for each month of the 24-month long Program in which the second clinical instructor is required.

By the time of submission of the sixth (6th) monthly invoice, all first semester courses shall have been completed (see Exhibit B, Performance Requirements Summary). County will not pay the 6th monthly invoice until the completion of all first semester courses. Following the completion of

all first semester courses, Contractor may resume its monthly invoicing, in arrears.

By the time of the submission of the twelfth (12th) monthly invoice, the program shall have reached mid-point, i.e., all second semester courses shall have been completed (see Exhibit B, Performance Requirements Summary). County will not pay the 12th monthly invoice until completion of all second semester courses. Following the completion of all second semester courses, Contractor may resume its monthly invoicing, in arrears.

By the time of the submission of the eighteenth (18th) monthly invoice, all third semester courses shall have been completed (see Exhibit B, Performance Requirements Summary). County will not pay the 18th monthly invoice until completion of all third semester courses. Following the completion of all third semester courses, Contractor may resume its monthly invoicing, in arrears.

The twenty-fourth (24) and final invoice shall be submitted only following the completion of the Program. If at the end of the 24-month long Program, Contractor has not completed instruction and County's employees are not qualified to take the NCLEX-RN and have not yet been awarded an Associate in Science Degree in Nursing, then Contractor shall continue to provide the "Generic RN" Program on a month to month basis at no additional cost to County until County's employees completing the Program are qualified to take the NCLEX-RN and have been awarded an Associate in Science Degree in Nursing.

All monthly invoices shall include a list of the courses completed and in progress, and attendance sheets for the County employees in the Program.

4.0 Additional Classes

If the Director requests a second “LVN to RN” and/or “Generic RN” Program, the same pattern of invoicing will be repeated for the additional “LVN to RN” and/or “Generic RN” Program.

The maximum number of Programs under this Contract shall be two “LVN to RN” and two “Generic RN” Programs.

Invoices shall be sent to:

Workforce Development Program
500 S. Virgil Ave., Suite 200
Los Angeles, CA 90020
Attn: Diane Factor, Director of WDP

5.0 Reimbursement

If a dispute arises as to the completeness or accuracy of an invoice, any portion of the invoice not in dispute will be paid. The parties will meet to discuss any amounts remaining in dispute; however, the Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor’s invoices.

Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
“Generic Nursing Program”
Required Courses

Semester	Course Number	Units	Course Name	Instruction	Total Hours
1	Nursing 1	9.5	The Nursing Process	Lecture Clinical Lab	90 252
1	Nursing 2	2	Pharmacology	Lecture	36
1	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
2	Nursing 3	3.5	Medical/Surgical Nursing	Lecture Lab	30 99
2	Nursing 4	3.0	Maternity Nursing	Lecture Lab	27 81
3	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
3	Nursing 6	3	Peds Nursing	Lecture Clinical	27 81
3	Nursing 7	7	Medical/Surgical Nursing I:GI/Renal/Onocology	Lecture Clinical	60 198
3	Nursing 8	5	Medical/Surgical Nursing II: Circulation/ Oxygenation	Lecture Clinical	45 144
4	Nursing 9	1	Leadership	Lecture	18
4	Nursing 10	4	Medical/Surgical Nursing III: Integration/Regulation	Lecture Clinical	48 96
4	Nursing 11	2	Preceptorship	Clinical	112
4	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
			Total Hours Other to RN		2092

Schedule 1

**NURSE EDUCATION AND TRAINING SERVICES CONTRACT
Mount San Antonio College/RHORC**

**“LVN to RN” Program (14-Month Program)
(up to 24 students)**

Instructional (didactic and clinical) & Other Program Costs	\$160,000
Instructional charge for second clinical instructor (as needed)	\$ 48,000
	<hr/>
Sub-total with two clinical instructors	\$208,000
Reimbursement for text and supplies up to \$2000/student for up to 24 students.	\$ 48,000
	<hr/>
TOTAL PAYMENT FOR FIRST CLASS	\$256,000
TOTAL PAYMENT FOR SECOND CLASS (as needed)	\$256,000
TOTAL PAYMENT FOR TWO CLASSES	\$512,000

Schedule 2

**NURSE EDUCATION AND TRAINING SERVICES CONTRACT
Mount San Antonio College/RHORC**

**“Generic RN” Program (24-Month Program)
(up to 24 students)**

Instructional (didactic and clinical) & Other Program Costs	\$322,000
Instructional charge for second clinical instructor (as needed)	\$ 96,000
	<hr/>
Sub-total with two clinical instructors	\$418,000
Reimbursement for text and supplies up to \$3000/student for up to 24 students.	\$ 72,000
	<hr/>
TOTAL PAYMENT FOR FIRST CLASS	\$490,000
TOTAL PAYMENT FOR SECOND CLASS (as needed)	\$490,000
TOTAL PAYMENT FOR TWO CLASSES	\$980,000