

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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2. Except as expressly amended herein, all of the terms, covenants, and conditions in Contract No. 29714 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

LONG BEACH COMMUNITY COLLEGE DISTRICT, a public education institution

Dated: 3-31-, 2008

By: Paul Cressa
Title: Director, Grants & Resource Dev.

Dated: 3-31-, 2008

By: Dail Schwandner (P.C.)
Title: Dean, Workforce Development

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: April 28, 2008

By: [Signature] **ASSISTANT**
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

The foregoing Contract is hereby approved as to form on April 14, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Gary J. Anderson, Deputy

WIA PROJECT NARRATIVE

Subgrantee:	City of Long Beach, Workforce Development Bureau	Subgrant number:	R692480
Initial Plan	<input type="checkbox"/> Modification <input checked="" type="checkbox"/>	Mod. Number:	<u>2</u>
		Project Number:	<u>2487</u>

I. Funding Category:

- Growth Industries

 Industries with Statewide Need
 Removing Barriers

 Veterans
 Other:

The Partnership to Enhance Nursing Education Capacity was designed to increase the available RN labor pool and infrastructure capacity of the Long Beach City College (LBCC) Associate Degree Nursing Program by 70 slots annually, enroll 70 participants (40 ADN and 30 AP/LVN students) over the two-year term, and provide program retention strategies of demonstrated effectiveness to maximize educational outcomes through a collaborative partnership between Long Beach City College, Long Beach Memorial Medical Center / Miller Children's Hospital and the City of Long Beach Workforce Development Bureau. This project was dubbed Nursing Capacity Enhancement (NCE).

The first Grant Modification was submitted on October 31, 2006, reflecting project successes, challenges and creative efforts to maximize performance outcomes. This second Grant Modification formally accepts the State's approval to this project's financial extension request through 03/31/2008 and documents agreed budget revisions to maximize student support services.

Section III – Planned Approach Modifications

Subsequent to the first Grant Modification, project service strategies actively proceeded. These include steps to improve program retention and student success, monthly mentoring meetings, referrals to supportive services, financial assistance for training expenditures, mentoring and tutoring. As a demonstration of student support and commitment to grant capacity enhancement goals, Long Beach Memorial Medical Center waived budgeted WIA funding (.5 FTE) for their Coordinator position, so as to maximize participant training, supportive services, incentives, and skills lab tutoring and supplies expenditures. As of 08/31/07, a total of 121 students have been enrolled in this project; 70 enrollments had been anticipated at this point per the Participant Plan.

In addition, Long Beach Memorial Medical Center / Miller Children's Hospital are providing clinical site placement, classroom space, adjunct faculty and use of the Health Skills Education Center Simulator Lab. Long Beach City College (LBCC) nursing faculty coordinate this effort, providing curriculum orientation, theoretical instruction and support. Through the development of this expanded infrastructure, a total of 121 students are enrolled in this project, participating in these clinical rotations on evenings and weekends to enhance LBCC's education capacity. The partners are proactively exploring infrastructure challenges pertaining to sustainability of this expanded capacity, specifically in faculty recruitment / development and prerequisites backlog issues.

Although project-funded activities will conclude in March 2008, some of the ADN students will complete education in May 2008. Allowing a month or two for testing, licensure, and placement, final outcomes for some students are not anticipated until July 2008, at which time performance will be reported via JTA. Students with unmet financial and supportive service needs during this period will be co-enrolled in WIA Formula Funds as necessary to ensure performance outcomes.

WIA Supplemental Budget Form

Subgrantee: <u>City of Long Beach, Workforce Dev. Bureau</u>	Subgrant number: <u>R692480</u>
Initial Plan <input type="checkbox"/> Modification <input checked="" type="checkbox"/> Mod. Number: <u>2</u>	Project Number: <u>2487</u>

I. Equipment				
Equipment Item Description*	Quantity	Total Cost	Percent Charged to Project	Total Cost Charged to Project
N/A				

*List equipment items having a useful life of more than one year with a unit acquisition cost of \$5,000 or more being charged to this project. In accordance with WIA Directive WIAD03-9, all equipment purchases must have prior approval from EDD. The approval of the budget plan contained in this subgrant does not constitute approval of the equipment request. **A separate request to purchase equipment must be submitted for approval by the state.**

II. Contractual Services*		
Contractual Services Description—Type of Service	Cost	Service Provider If Known
Grant Coordinator 0.25 FTE	\$60,740 \$55,740	LBCC
Clerical Assistant 0.468 FTE	\$21,795 \$17,995	LBCC
Skills Lab Staff Time and Supplies	\$12,600	LBCC
Orientation of Adjunct Faculty	\$1,664	LBCC
Clinical Instructors	\$304,920	LBMMC
Simulator Skills Lab Tutors, Supplies	\$50,479	LBMMC
Program Coordinator 0.5 FTE	\$109,232	LBMMC
Total	\$401,719 \$443,398	

*All contractual services must be competitively procured in accordance with federal and state procurement regulations and policies. See WIA Directive WIAD00-2.

Project Work Plan

Subgrantee: City of Long Beach Workforce Development Bureau	Subgrant number: R692480
Initial Plan <input type="checkbox"/> Modification <input checked="" type="checkbox"/> Mod. Number: <u>2</u>	Project Number: <u>2487</u>

Objectives/Activities	Estimated Dates
Expand education capacity – select LBMCC staff to serve as Adjunct Faculty & establish schedules for theory and clinical classes	Upon Award notification - ongoing
Establish schedule for classroom space, theory, and clinical instructors	Upon Award notification – ongoing
Conduct outreach, recruitment, interviews and selection for first cycle of students (20 ADN)	01/06
Begin curriculum orientation for Adjunct Faculty and weekly Instructor meetings	1/06 - ongoing
Begin theory and clinical instruction for first cycle of students (20 ADN)	1/06
Begin program retention, academic and supportive services	1/06 - ongoing
Determine student eligibility for incentives	5/06
Conduct outreach, recruitment, interviews and selection for second cycle of 20 ADN students and first cycle of 15 AP-LVN students; assist AP-LVN incumbent workers with prerequisites toward program adm	7/06
Begin theory and clinical instruction for second cycle of 20 ADN students AP-LVN continue prerequisites toward program admission	8/06
Expand education capacity by 30 slots through alternate schedule and classroom facilities at LBMCC	08/06
Determine student eligibility for incentives	12/06
Begin theory and clinical instruction for any additional AP-LVN students	01/07
Determine student eligibility for incentives	5/07
First cycle of ADN students and AP-LVN students graduate, begin NCLEX Review Course, Licensing Exams, placed/upgraded to RN and begin Follow-up Services	12/07
Determine student eligibility for incentives	12/07
Program retention, academic and supportive services for Spring 2008 semester students enrolled in additional slots	01/08
Cost extension ends 03/31/08	03/31/08

ATTACHMENT "A"

STATEMENT OF WORK

Greater Long Beach Nursing Capacity & Enhancement Project

CONTRACTOR: Long Beach Community College District
4901 East Carson Street
Long Beach, CA 90808
(Hereinafter referred to as "Contractor")

CONTRACT PERIOD: January 1, 2006 – March 31, 2008

STATEMENT OF WORK

The Nursing Capacity & Enhancement Project (NCE) is designed to increase the capacity of the Long Beach City College District (LBCCD) Associate Degree Nursing (ADN) Program by 35 slots per semester (70 annually) and maximize program outcomes through the provision of academic and supportive services designed to enhance program retention and graduation rates and ensure passage of the California State Board of Registered Nursing Examination on the first attempt.

The partners for this project include LBCCD, the Long Beach Memorial Medical Center (LBMMC), and the City's Workforce Development Bureau (WDB).

In accordance with this contract, the Contractor shall provide assistance to 40 students enrolled in the ADN Program and 30 students enrolled in the Advanced Placement – LVN to RN (AP-LVN) Program.

The Contractor will provide theory instruction through existing curriculum established for both the ADN and AP-LVN Programs. Contractor shall enroll a minimum of 70 students eligible for LBCC'S ADN and AP-LVN programs who will participate in the following planned activities and outcomes:

- Make available services/activities to reduce attrition rate and ensure attainment of employment
- Offer monthly mandatory student meetings
- Provide classes on study habits and test taking skills
- Provide academic tutoring (when needed)
- Provide ongoing mentoring and academic counseling
- Provide job search and placement assistance
- Assist with licensing preparation class fees

The Contractor shall hire or identify one full-time (1.0) Mentor/Coordinator to facilitate group activities with students, including monthly meetings, receive ongoing progress reports from fellow faculty to identify academic challenges early, offer individual and group tutoring sessions, assist with licensing preparation classes, work closely with LBMMC/MCH during clinical rotations to identify problems with clinical experiences, assist LBMMC recruit

Preceptors, serve as a mentor/role model for nursing students, identify problems and facilitate multiple interventions with the assistance of the WDB Employment Specialist.

To support increased ADN education capacity, Contractor will increase clinical site placements utilizing baccalaureate and masters prepared LBMMC/MCH nursing staff to serve as adjunct clinical staff and, in coordination with LBMMC/MCH, will incorporate evidence-based clinical curriculum into all clinical rotations.

The Contractor will offer a curriculum orientation to LBMMC/MCH adjunct faculty. Each course offered in the nursing department will have a lead teacher assigned who will be responsible for the successful orientation of adjunct clinical faculty. Copies of course materials and textbooks will be provided.

The Contractor will provide additional support to LBMMC/MCH adjunct faculty through weekly faculty team meetings during which the progress of the course, both in theory and clinical, will be discussed. The teaching team will discuss all aspects of the Program, including clinical, theory, and student progress, weekly.

The Contractor shall work closely with LBMMC/MCH staff to recruit LBMMC/MCH staff to serve as Preceptors who will work with an estimated 50 students in the last semester of their educational program.

Referrals to the WDB Employment Specialist will be made to address non-academic barriers to success like childcare, transportation, or employment.

The Contractor will facilitate student access to fee-waivers based on need per State of California policy. It is anticipated that 50 percent of the students will benefit from such waivers. In addition, the Contractor agrees to ensure students seek and utilize other types of financial aid (i.e., Pell Grants) if applicable/available prior to requesting reimbursement for full tuition cost. The Contractor shall provide the WDB's Fiscal Coordinator a copy of the Financial Aid Eligibility Verification Form or a notice of award or denial for financial aid issued by the Provider as a PELL/Other grant entity for each participant under this agreement with billing information/invoices. If acceptable documentation is not submitted within the timeframe specified, payment to the Contractor by the Bureau may be delayed or withdrawn. Upon receipt of a notice of an award, reimbursement shall be adjusted to the tuition balance. Contractor will provide personnel costs for program management and administration, facility usage for the Skills Lab, classroom and office space in-kind to the Project.

Following completion of education and licensing, Contractor will assist ADN and AP-LVN students with employment opportunities LBMMC/MCH and/or other Long Beach area healthcare facilities.

Contractor will maintain files and case notes shall be utilized to communicate progress. It is the responsibility of the Contractor to keep WDB staff apprised of participants status.

AMOUNT OF CONTRACT

Contractor's funds shall not exceed \$96,799 in WIA 15% Funds to achieve the aforementioned program objectives. The Contractor shall be paid for services identified in Attachment "B" on a cost reimbursement basis. Acceptable documentation must be

submitted with invoices. This contract is subject to the availability of funding and subject to relevant regulations, directives, policies, and procedures.

The contract may exceed cost categories by no more than 10% provided that the difference is reduced from other accounts within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and processed either through a Letter of Modification or an amendment to the contract.

In addition, Contractor agrees to request from LBMMC the cash contributions identified under the column "Cash From LBMMC" in Attachment "B" in the amount of \$326,597 to support operating costs associated with this project.

PLANNED EXPENDITURE REPORT

The Contractor shall submit all billing information and invoices on a monthly basis to the Career Transition Center, 3447 Atlantic Avenue, Long Beach, CA 90807, attention WDB's Program Liaison as follows:

- Monthly Expenditure Reports – Due by the 15th of each month
- Monthly Agency Invoices – As close to a monthly basis as possible

These reports will also contain a record of disbursements from the cash contributed from LBMMC described above and the in-kind contributions identified under the Column "In-Kind" in Attachment "B."

The Contractor shall be monitored monthly to ensure billing is timely and complete with supporting documentation (i.e., receipts, invoices, sign-in sheets).

PROGRAM ACTIVITIES/RELATED PERFORMANCE STANDARDS

Expenditure Plan:

Quarterly, the City shall compare planned performance and earning levels with actual performance and earning levels. If Contractor is 25% below planned totals at the end of the quarter or any quarter thereafter, Contractor shall implement a corrective action plan reviewed and approved by the City. The City has the right to unilaterally cancel the contractor, in the alternative, deobligate funds up to the amount of the under expenditure.

Outreach and Recruitment:

1. Recruitment of students will be the shared responsibility of Project Partners (WDB, LBMMC, LBCCD staff). Staff will identify and select students from among applicants for the generic ADN Program pool and qualified applicants for the AP-LVN Program. The following general guidelines will be used to select individuals for enrollment in the NCE Project:
 - A. Specific to the ADN Program, students who show the potential to complete ADN coursework during the project period and are determined to meet current ADN requirements will be interviewed by Project Coordinators from LBCC and LBMMC/MCH for potential enrollment in one of the 40 increased ADN slots

developed through the Project. Selection will be based upon an overall GPA of 2.5 or above. All student applicants will also be assessed for prerequisite completion and program readiness and will be interviewed to identify barriers to program completion and success.

B. Specific to the AP-LVN Program, applicants and incumbent employees who have successfully completed the bridge course ADN 20A (Transition to Second Level Nursing) and who are applying for admission to LBCCD's AP-LVN Program will be interviewed. Those who show the potential to complete coursework during the project period and who meet the current AP-LVN requirements will be interviewed for enrollment in one of the 30 increased AP-LVN slots developed through the Project. Selection will be based on an overall GPA of 2.5 or above. Outreach and recruitment of employees of LBMMC/MCH who are LVNs and ancillary healthcare workers will be conducted through informational meetings, advertising in employee newsletters, on the MemorialCare internet website, in department meetings, and notification to department managers about these educational opportunities.

2. Partners shall market and conduct outreach to current employees and current students.
3. Contractor shall conduct presentations and attend meetings and other appropriate functions in an effort to recruit prospective participants, including students.
4. Contractor shall establish linkages with other healthcare facilities and healthcare employers by informing them of the Project.
5. All forms, flyers, training materials, etc., must be reviewed and approved by the WDB's Program Liaison prior to release.
6. Contractor shall ensure that outreach and recruitment materials distributed to the public, state that activities funded under the Project are "equal opportunity employer/programs" and that "auxiliary aids and services are available upon request to participants with disabilities." In addition, Contractor shall ensure that outreach and recruitment material reference a phone number, a TDD/TTY number or relay service number.
7. Contractor shall maintain records of all outreach and recruitment efforts, including: name of function/activity, date, and number of participants in attendance.

Orientation:

Orientations shall include the following:

1. Requirements for participating, information regarding eligibility criteria, attendance, performance, and safety standards.
2. Pre-requisites for participating in specific Project-supported training.

3. An explanation of the training curriculum and additional services available to participants
4. Information regarding the healthcare industry and training occupations (i.e., industry shortages, wages, occupational demands, career ladders, etc.)
5. Information regarding subsequent follow-up services as required under Grant, State, and the State's contracted evaluation agency.

Contractor shall coordinate orientation schedule with the WDB's Program Liaison.

Assessment/Suitability/Referral/Enrollment:

1. Contractor, in collaboration with the WDB and Project Partners, will pre-screen prospective students/participants for eligibility under WIA criteria.
2. Contractor will refer people not found to be suitable and/or eligible for participation to other agencies and services based on their needs and circumstances.
3. Contractor shall maintain records of all participants determined not suitable for participation. Records shall include name, reason for unsuitability, date of determination, and agency/service individual was referred to.
4. Contractor shall ensure that data required for MIS documentation is submitted timely for those participants enrolled to the Project. MIS documentation includes Enrollment, Exit, Employer Customer Satisfaction, Staff ID & Participant Address Change and Follow-up Forms.
5. Contractor shall adhere to MIS data due dates established by the WDB. Late submission of data may be cause for disallowance of payments.

Training and Related Activities:

1. Contractor shall ensure that training sites/facilities meet all applicable health and safety standards City/State/Federal requirements.
2. Contractor shall ensure that participants are provided with safety instructions, materials, and equipment necessary for reasonable protection against injury and damage.
3. Contractor will notify the WDB prior to entering into any agreements with outside vendors or contractors relative to the operation of this Project.
4. Contractor shall use reasonable efforts to ensure that participants are appropriately prepared for State/Federal examinations required for attainment of occupational designation. This will include support through payment of NCLEX-RN Board Review Classes (provided through LBMMC cash contributions).

5. Contractor shall assist in the identification of students qualifying for incentives, which are to be awarded at the end of each semester based upon successful course passage with a GPA of 2.5 or above.
6. Contractor shall ensure that appropriate intervention is provided in response to any issues expressed by participant and/or barriers identified by participant or staff.
7. Contractor shall use reasonable efforts to ensure that training progress is documented through case notes, attendance records, progress reports, evaluations, and examinations. Job search efforts are also to be documented.
8. Contractor shall provide Program Liaison with information and reports, as requested, detailing the participant's status and Project outcomes.

Anticipated outcomes:

As a result of participation in the NCE Project, it is anticipated that 63 students will attain an Associate Degree in Nursing, pass the California Board of Registered Nursing Examination, and gain entry-level employment as licensed RNs at an average hourly rate of \$20.00. For those elevating from LVN positions, it is anticipated that the average hourly wage gain will be \$13.00.

MAINTENANCE OF EFFORT

1. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages, or employment benefits).
2. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
3. No participant shall be employed when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
4. No jobs shall be created in a promotional line that would infringe in any way upon the promotional opportunities of currently employed participants.
5. The City reserves the exclusive right to seek and obtain a patent or copyright registration on any performance of experimental, developmental, or research work resulting with any invention during the performance of this contract provided in accordance with 37 CFR, part 401, as appropriate.

PROGRAMMATIC CONTROLS

Controls must be instituted by the Contractor to ensure that:

1. Required reports, MIS documentation, invoices, etc., contain accurate, information and are submitted on a timely basis.

2. Discrepancies in reports, MIS documentation, invoices, etc., are resolved quickly.
3. Contractor complies with applicable Federal, State, and local nondiscrimination and equal opportunity provisions. In addition, Contractor must ensure that Contractor and staff are prohibited from retaliation or reprisal against an individual that:
 - a. Has filed a complaint
 - b. Opposed a practice prohibited by nondiscrimination and equal opportunity provisions.
 - c. Furnished information to, or assisted or participated in any manner in an investigation, review, hearing, or any other activity related to the administrations of nondiscrimination and equal opportunity provisions.
 - d. Exercised any rights and privileges under non-discrimination and equal opportunity provisions.
4. All staff, training and services, authorized under this contract adhere to applicable WDB/City of Long Beach policies and procedures. In addition, authorized training and services must comply with applicable WIA regulations, directives, policies, procedures, and amendments.

RECORD MANAGEMENT

1. Contractor agrees to maintain records to document all costs, direct and indirect, in-kind and cash match amounts incurred under this contract to account for all money received and incurred. All records shall be kept for a period of seven (7) years from the date final payment is made under this contract.
2. Contractor shall maintain the confidentiality of any information regarding the participant that may be obtained through documents from public agencies, counselors, or any other source. Without permission of the WDB Coordinator such information shall be divulged only as necessary for the performance or evaluation of this contract and only to persons having responsibility under this contract.
3. All reports records, files, etc., generated or maintained in support of or as a result of this contract are subject to review/monitoring and are to be made available during regular business hours to appropriate City, State, and Federal agencies/representatives or designees for inspection on an as-needed basis. Contractor shall also provide reasonable and timely access to personnel for the purpose of interviews and discussion related to training and services provided under this contract.
4. A complete file will be maintained for each customer by WDB staff with the assistance of the contractor. Files, at minimum, must contain the following:
 - a. Assessment/Application Form
 - b. Equal Opportunity/Customer Complaint Procedures Forms

- c. Eligibility Documentation
- d. MIS Forms (Application, Enrollment, Exit and Follow-up)
- e. Individual Employment Plan (developed by WDB staff with customer)
- f. Case notes (monthly)
- g. Attendance Reports
- h. Progress/Evaluation Reports
- i. Licenses, registrations, certifications earned (as applicable)
- j. Supportive Services Documentation
- k. Tuition Reimbursement Documentation

Minimum requirements for file documentation may change according to WDB/City policies and procedures. In addition, requirements for file documentation may also change according to WIA regulations, directives, bulletins, policies, procedures, and amendments.

CONTRACT MODIFICATION

The Contractor agrees to the following procedures for modification of the contract:

1. All requests for contract modification must be provided in writing and include detailed justification for such a modification and be submitted to the Project Coordinator 30 days in advance of requested modification.
2. The WDB/City may initiate a modification at any time during the term of this contract upon written concurrence from the Contractor.

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

Acct.No.	Budget Category	(A)	(B)	(C)
101	Administrative Costs			-
102	Fringe Benefits			-
103	Administrative Costs - Other			-
118	Indirect Costs			-
201	Project Staff	90,572.00		90,572.00
202	Fringe Benefits	6,227.00		6,227.00
203	Training/Training Materials			-
204	Operating Costs			-
205	Support Services			-
206	Program - Other			-
Total Funds Requested:		96,799.00	-	96,799.00

Section B - Cost Sharing/Match Summary (if appropriate)

Acct. No.	Budget Category	(A)	(B)	(C)
301	Cash Contribution	326,597.00		326,597.00
302	In-Kind Contribution	98,262.00		98,262.00
				-
Total Cost Sharing/Match:		424,859.00	-	424,859.00

