Ralph M. Terrazas

July 14, 2016

BOARD OF FIRE	<b>COMMISSIONERS</b>
FILE NO. 16-07:	2

TO:

**Board of Fire Commissioners** 

FROM:

Ralph M. Terrazas, Fire Chief

SUBJECT:

AGREEMENT BETWEEN THE LOS ANGELES FIRE DEPARTMENT

AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO PROVIDE AN AIR-MEDICAL CLINICAL CARE COORDINATOR IN

ACCORDANCE WITH MEASURE B FUNDING

FINAL ACTION:	Approved Denied	Approved w/Corrections Received & Filed	——— Withdrawn ——— Other

#### SUMMARY

Since 2012, the Los Angeles Fire Department (LAFD) has contracted with the Regents of the University of California (UC Regents), on behalf of the University of California, Los Angeles for an Air-Medical Clinical Care Coordinator (AMCCC) to provide Trauma Air Transport Services.

The AMCCC will provide and/or oversee aero-medical continuing education and quality improvement management to both primary and back-up air ambulance crew members. Additionally, the AMCCC will conduct trainings, audits and reviews of required reports and records related to patient care and air-medical activities. The AMCCC is also required to have expertise with in-flight physiology and safety, current medical crew certification requirement, and instructor certification status.

Since the functions of the AMCCC and the required skills necessary to perform the assigned duties are highly specialized, the City must continue to contract for these services.

Attached for consideration by the Board is the Agreement with the UC Regents for AMCCC services. The term of the Agreement is for three (3) years from the date of execution. The contract amount is not to exceed \$65,000 for the first year of service; \$66,950 for the second year of service; and \$68,958.50 for the third year of service, subject to availability of funding from the County of Los Angeles, Measure B.

## **RECOMMENDATIONS**

That the Board:

- Authorize the Fire Chief to execute the Agreement with the Regents of the University of California, for an Air-Medical Clinical Care Coordinator, subject to the approval of the Mayor.
- 2. Approve and transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

#### FISCAL IMPACT

Funding for the Air-Medical Clinical Care Coordinator has been provided by the County of Los Angeles through the Measure B – Preservation of Trauma Centers and Emergency Medical Services funds. There is no impact to the General Fund associated with this Agreement.

Board report prepared by Stewart Young, Management Analyst II, Administrative Services Bureau.

Attachment

# AIR-MEDICAL CLINICAL CARE COORDINATOR SERVICES AGREEMENT BETWEEN THE LOS ANGELES FIRE DEPARTMENT AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT, is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through its Fire Department, an emergency medical services provider ("LAFD"), 200 North Main Street, Los Angeles, California, 90012 and The Regents of the University of California, a constitutional corporation, on behalf of the University of California Los Angeles, UCLA Center for Prehospital Care ("UCLA"), 10990 Wilshire Blvd., Suite 1450, Los Angeles, California 90024, with reference to the following facts:

- 1. The LAFD desires an Air-Medical Clinical Care Coordinator ("AMCCC") to be responsible for development, presentation and/or oversight of all initial and recurrent continuing education ("CE") training for air-medical crew members to achieve and maintain required competencies and accreditation.
- 2. UCLA employs educators ("UCLA Educators") who can provide services of the AMCCC as set forth herein.

NOW, THEREFORE, it is agreed as follows:

UCLA shall provide the following AMCCC services through pre-designated representatives from its UCLA Educators to the LAFD, as set forth below. There will be one (1) primary AMCCC and one (1) assistant to the primary AMCCC. Both primary AMCCC and the assistant shall be pre-designated and must be pre-approved by the LAFD.

# A. REQUIREMENTS FOR SERVICES

- The AMCCC will be assigned to the LAFD's Air Operations Section and will report to the Air Operations Section Commander. The AMCCC may receive position-specific oversight from both the LAFD Trauma Care Coordinator/EMS Division Commander and/or the LAFD Medical Director.
- The AMCCC will organize and/or supply State and Local mandated continuing education and quality management for the LAFD personnel assigned as air-medical crewmembers, and will maintain required records of such. Education of air-medical personnel will include both on-going didactic and clinical experience corresponding to the scope of services provided, and may include direct field observations of patient care.

- 3. The AMCCC will interact with peers, officers, hospital staff, public safety personnel, law enforcement personnel and members of the public while carrying out his/her assigned duties.
- 4. The AMCCC will review required air-medical patient care reports for quality improvement functions, and assists in preparation of materials for required audits.
- 5. The AMCCC services shall be provided on dates and times mutually agreed upon between the LAFD and UCLA. Services shall include:
  - a. Continuing education, quality improvement and fly-along services of seven (7) days of six (6) hours divided between platoon shifts A, B, and C each month totaling forty-two (42) hours each month. The specific work schedule to be mutually agreed upon by both parties. The AMCCC will be the lead on all services under this agreement and shall be responsible for no less than twenty-four (24) hours of the effort above.
  - b. One (1) administrative day each month performing the tasks related to the services provided, including supporting work required for accreditation.
  - c. Up to three (3) refresher training courses for up to eight (8) students in Advanced Cardiac Life Support, Pediatric Advanced Life Support and Prehospital Trauma Life Support each year.
  - d. Clinical experience one (1) time each year for the primary members of the LAFD flight crew (approximately twelve (12) Paramedics each year).

#### B. SERVICES PROVIDED

The AMCCC will:

- 1. Prepare and present classroom lectures on air-medical subjects in accordance with State and Local CE requirements.
- 2. Schedule classes or clinical training and ensure that appropriate notifications are distributed to appropriate staff.
- 3. Maintain records documenting the certifications and skills required by the County of Los Angeles Department of Health Services (LADHS).
- 4. Prepare and submit documentation and reports as required by LADHS.

- Maintain records of CE classes scheduled, members attending, and hours completed to assure compliance with State mandated requirements.
- 6. Represent the LAFD at meetings and conferences relative to Air-Medical operations.
- 7. Coordinate all patient care audit preparation and data to ensure compliance with LADHS policy and Commission on Accreditation of Medical Transport Systems (CAMTS) survey related to continuing education and quality improvement.
- 8. Recommend continuing education topics based on Total Quality Improvement results.
- 9. Review all electronic patient care reports within twenty-four (24) hours of the response when patient contact has been made.
- 10. Prepare reports and co-chair quarterly Quality Improvement meetings with the Medical Director/Bureau Commander.
- 11. Attend the Air Operations Safety meeting bi-monthly.
- 12. Develop, organize and coordinate the Aeromedical Conference which is in partnership with Northridge Hospital Medical Center and includes the Policy 418 8-hour certification class. In the years the Aeromedical Conference is not scheduled, the AMCCC will develop, organize and deliver the Policy 418 8-hour certification class.
- 13. Fly along with rescue helicopter 114 and ride along with rescue ambulance 90 to observe patient assessment, radio communication and documentation and provide remediation if needed.

# C. AMCCC QUALIFICATIONS

- 1. The AMCCC must have knowledge of the following:
  - a. Principles, practices, related equipment, and techniques of Air-Medical care as mandated by the State of California.
  - b. Classroom curriculum design and instruction.
  - c. Methods of preparing educational material for purposes of conducting training.
  - d. Use of presentation training aids (television/VCR/DVD combinations, overhead projectors, PowerPoint Presentations,

- internet, etc.) and EMS training aids (mannequins, medical equipment, etc.)
- e. Computer software sufficient to maintain records of future training requirements and completed training.
- f. Techniques of assessing learning needs.
- g. The LAFD policies and practices that relate to Air-Medical service.
- 2. The AMCCC must possess the ability to:
  - a. Create effective oral presentations for individuals and groups.
  - b. Work cooperatively and effectively with the LAFD members and associated healthcare professionals.
  - c. Prepare clear and concise written reports, memorandums, letters and other written materials.
  - d. Organize and develop effective training programs.
  - e. Keep records related to training activities.
- 3. The Primary AMCCC must meet the following requirements:
  - a. Possession of a valid license issued by the State of California as a Physician or Registered Nurse, with one (1) year experience on an Air-Medical unit responding to on-scene incidents, and/or critical care transports.
  - b. Three (3) years of experience in-hospital critical care.
  - c. Two (2) years of experience presenting EMS education.
  - d. Accreditation by the LADHS (Mobile Intensive Care Nurse, Paramedic) – Obtainable within first year of employment.
  - e. Familiarity with local, county, state and federal regulations on air ambulance requirements (including LADHS Ref. 418, Ref. 514, Ref. 515, Ref. 518, Ref. 520, and Ref. 706; Federal Aviation Administration (FAA), Federal Communications Commission (FCC) and CAMTS).
  - f. Possession of a valid State of California driver's license.

- 4. The Assistant to the AMCCC must meet the following requirements:
  - a. Possession of a valid license issued by the State of California as a Physician or Registered Nurse, with one (1) year of experience on an Air-Medical unit responding to on-scene incidents, and/or critical care transports; or possession of a valid license issued by the State of California as a Nationally Registered Paramedic, with two (2) years of experience on an Air-Medical unit responding to on-scene incidents, and/or critical care transports.
  - b. Three (3) years of experience in prehospital care.
  - c. Two (2) years of experience presenting EMS education.
  - d. Accreditation by the Los Angeles County Department of Health Services (MICN, PM) Obtainable within first year of employment.
  - e. Familiarity with local, county, state and federal regulations on air ambulance requirements (including Los Angeles County Department of Health Services Ref. 418, Ref. 514, Ref. 515, Ref. 518, Ref. 520, and Ref. 706; FAA, FCC and CAMTS).
  - f. Possession of a valid California driver's license.

# D. <u>LAFD's RIGHTS AND RESPONSIBILITIES</u>

- 1. LAFD will guarantee payment of fees for services provided by the AMCCC not to exceed Sixty-Five Thousand Dollars (\$65,000) for the first year of service, Sixty-Six Thousand Nine Hundred and Fifty Dollars (\$66,950) for the second year of service, and Sixty-Eight Thousand Nine Hundred and Fifty-Eight Dollars and Fifty Cents (\$68,958.50) for the third year of service.
- 2. The LAFD shall provide a classroom with audiovisual equipment sufficient to provide quality instruction and an appropriate learning environment, a desk with secure file storage, and access to training equipment and supplies for the purposes of instruction.
- 3. The LAFD will designate a person responsible for quality improvement services to receive the information provided under this Agreement.
- The LAFD shall provide and maintain a LADHS Emergency Medical Services Agency Continuing Education provider number to award continuing education credit for the services provided under this Agreement.

- 5. The LAFD understands and accepts the responsibility for the clinical activities and care provided by its employees and agents for the implementation of AMCCC services under this Agreement.
- 6. The LAFD agrees that it will not solicit UCLA Educator(s) for employment at the LAFD during the term of the agreement and for twelve (12) months after completion of the agreement.

# E. JOINT RESPONSIBILITIES

1. UCLA and the LAFD agree to have quarterly meetings between their respective management staffs, at a time and place to be determined by the parties, to review the efforts and progress under this Agreement and to plan for future UCLA activities.

## F. TERM

1. The term of this Agreement begins on the date the City Clerk executes the agreement and terminates three (3) years thereafter (the "Expiration Date"), unless terminated earlier in accordance with Section G of this Agreement.

#### 2. Ratification

Because UCLA's services must be provided continuously on an ongoing basis, UCLA may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified by the LAFD.

#### G. TERMINATION

#### 1. Termination for Convenience

Either Party may terminate this Agreement at any time, for convenience without cause, by providing the other Party with ninety (90) days written notice.

#### 2. Termination for Breach

Either Party may terminate this Agreement for a material breach by providing the other Party with thirty (30) days written notice. If the breaching Party fails to cure the breach, the termination will be effective at the end of the thirty (30) day period (the "Effective Date of Termination").

#### 3. Payment on Termination

UCLA will provide the LAFD with a final invoice for sums due UCLA within thirty (30) days of the date this Agreement terminates under this section. The LAFD will pay UCLA for allowable sums included in the

final invoice within thirty (30) days of receipt. To the extent that the LAFD paid for services in advance, UCLA shall retain payment based on a pro rata calculation of the amounts owed for the services provided up to termination. UCLA shall refund the remainder of the advance payment to the LAFD.

#### H. PAYMENT

#### 1. Payment for Services

The cost of the services is not to exceed Sixty-Five Thousand Dollars (\$65,000) annually for the first year of this Agreement. UCLA shall send an itemized monthly invoice in an amount of \$5,416.67 in the first year of service.

The cost of the services is not to exceed Sixty-Six Thousand Nine Hundred and Fifty Dollars (\$66,950) for the second year of service of this Agreement. UCLA shall send an itemized monthly invoice in an amount of \$5,579.17 in the second year of service.

The cost of the services is not to exceed Sixty-Eight Thousand Nine Hundred and Fifty-Eight Dollars and Fifty Cents (\$68,958.50) for the third year of service of this Agreement. UCLA shall send an itemized monthly invoice in an amount of \$5,746.54 in the third year of service.

Invoices will include contract number, billing period, description of services performed and any other documentation or information substantiating the request for payment. The LAFD will make payment within thirty (30) days of receipt of the invoice.

2. All invoices from UCLA will be sent to the following address:

Assistant Chief Tim Ernst Los Angeles Fire Department CHE, Room No. 1860 200 N. Main Street Los Angeles, CA 90012

Any payment to UCLA made pursuant to this Agreement will be made by check payable to the Regents of the University of California and mailed to:

Business Services Director UCLA Center for Prehospital Care 10990 Wilshire Blvd., Suite 1450 Los Angeles, CA 90024

# I. INDEMNIFICATION AND INSURANCE

The parties agree to provide insurance as follows.

#### 1. LAFD

The LAFD at its sole cost and expense will insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- a. General Liability Self-Insurance with a limit of Five Million Dollars (\$5,000,000) per occurrence;
- b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence;
- c. Professional Medical Self-Insurance Program with limits of Five Million Dollars (\$5,000,000) per occurrence;
- d. Workers' Compensation and Employers Liability Self-Insurance Program covering CITY'S full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time:
- e. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance;
- f. It should be expressly understood, however, that the coverages required under Sections I.1.a, I.1.b, and I.1.c above will not in any way limit the liability of the LAFD; and
- g. The coverages referred to under Sections I.1.a, and I.1.b above will include UCLA as an insured. Such a provision, however, will apply only in proportion to and to the extent of the negligent acts or omissions of the LAFD and the CITY, its officers, employees and agents. The LAFD and the CITY, upon execution of this Agreement, will furnish UCLA with Certificates of Self-Insurance evidencing compliance with all requirements.

#### 2. UCLA

UCLA at its sole cost and expense will insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- a. General Liability Self-Insurance with a limit of Five Million Dollars (\$5,000,000) per occurrence;
- b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence;
- c. Professional Medical and Hospital Liability Self-Insurance Program with limits of Five Million Dollars (\$5,000,000) per occurrence;
- d. Workers' Compensation and Employers Liability Self-Insurance Program covering UCLA's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time;
- e. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance;
- f. It should be expressly understood, however, that the coverages required under Sections I.2.a, I.2.b, and I.2.c above will not in any way limit the liability of UCLA; and
- g. The coverages referred to under Sections I.2.a and I.2.b above will include the LAFD and the CITY as an insured. Such a provision, however, applies only in proportion to and to the extent of the negligent acts or omissions of UCLA, its officers, employees and agents. UCLA, upon execution of this Agreement, will furnish the LAFD with Certificates of Self-Insurance evidencing compliance with all requirements.
- 3. The LAFD and the CITY agree to defend, indemnify and hold harmless UCLA, its officers, employees and agents from and against any and all liability, loss, expense, (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the LAFD or the CITY, its officers, employees or agents.
- 4. UCLA will defend, indemnify and hold harmless the LAFD and the CITY, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result

from the negligent or intentional acts or omissions of UCLA, its officers, employees or agents.

# J. COOPERATION IN DISPOSITION OF CLAIMS

The LAFD and UCLA agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions, and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify the other as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions, or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, and disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. Any documents submitted under this section will be submitted in accordance with applicable law. To the extent allowed by law, the LAFD and UCLA shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either the LAFD or UCLA to disclose any peer review documents, records, communications, which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege, or under the Attorney Work-Product Privilege, or records that are protected under the Health Insurance Portability and Accountability Act.

# K. INTERRUPTION OF SERVICE

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior to written notice to the other party.

# L. **ASSIGNMENT**

Neither the LAFD nor UCLA shall assign their rights, duties, or obligations under this Agreement to any other parties, either in whole or in part, without the prior written consent of the other.

## M. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

#### N. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

# O. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

#### P. USE OF NAME

Neither party shall use the name, insignia or trade mark of the other, including the names of The Regents of the University of California, UCLA, or the University of California, the LAFD or the CITY without the prior written consent of an authorized representative of the other party.

# Q. STANDARD CONTRACT PROVISIONS

#### 1. Notice

Any notice required to be given to either Party is deemed to have been given and to be effective on the date of delivery if delivered in person, or five (5) days after mailing if mailed by first-class certified mail, postage paid, to the respective addresses given below:

#### **UCLA**:

Todd LeGassick Managing Director UCLA Center for Prehospital Care 10990 Wilshire Blvd., Suite 1450 Los Angeles, CA 90024

#### With a copy to:

UCLA Health System Legal Affairs 10920 Wilshire Blvd., Suite 420 Los Angeles, CA 90024

#### LAFD:

Ralph M. Terrazas, Fire Chief Los Angeles Fire Department CHE, Room No. 1800 200 N. Main Street Los Angeles, CA 90012

#### With a copy to:

Assistant Chief Tim Ernst Los Angeles Fire Department CHE, Room No. 1860 200 N. Main Street Los Angeles, CA 90012

#### 2. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the LAFD or UCLA. The word "UCLA" or "LAFD" herein and in any amendments hereto includes the party or parties identified in the Agreement, wherein this Section is incorporated by reference; the singular shall include the plural; and use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

#### 3. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder will comply with all applicable laws of the United States of America, the State of California, and the CITY (to the extent applicable to a governmental entity and in accordance with this Agreement as noted herein) including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement will be enforced and interpreted under the laws of the State of California. UCLA will comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the agreement will not be affected thereby.

#### 4. Integrated Contract

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section O.

#### 5. Independent CONTRACTOR/CONSULTANT

This Agreement is not construed as creating a partnership, joint venture, employment or agency relationship between the parties. UCLA shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

# 6. Prohibition Against Assignment or Delegation

Neither party may:

- a. Assign or otherwise alienate any of its rights hereunder, including the right to payment without written permission of the other party.
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder without written permission of the other party.

#### 7. Permits

UCLA and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for UCLA'S performance hereunder and shall pay any fees required therefore. UCLA will immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of such licenses, permits, certificates, or other documents.

#### 8. Americans with Disabilities Act

UCLA and the LAFD agree to comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., (ADA) and its implementing regulations. Any subcontract entered into by UCLA, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### 9. Retention of Records, Audit and Reports

UCLA will maintain records, including records of financial transactions, pertaining to the performance of this Agreement, in their original form,

in accordance with requirements prescribed by the LAFD. These records will be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this Agreement, whichever occurs last. Said records are subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during normal business hours, with reasonable notice to UCLA, during the terms of this Agreement or within the three (3) years following the final payment made by the CITY hereunder or the termination date of this Agreement, whichever occurs last. UCLA will provide any reports requested by the CITY regarding performance of this Agreement.

#### 10. Separation of Church and State

UCLA agrees that it will not use funds provided through this Agreement for any religious or sectarian purposes. UCLA further agrees that it will not perform or permit the performance of religious activities in connection with this Agreement and will not discriminate against any person applying for services provided under this Agreement on the basis of religion.

#### 11. Political Activity and Lobbying Prohibited

None of the funds furnished by the LAFD hereunder will be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

#### 12. No Third Party Beneficiaries

The parties intend none of the provisions contained in this Agreement, nor will they be deemed, to confer any benefit on any person not a Party to this Agreement.

# R. CITY CONTRACTING ORDINANCES

#### 1. Child Support Assignment Orders

This Agreement is subject to the Child Support Assignment Orders Ordinance, Section 10.10, of the Los Angeles Administrative Code, to the extent that it does not exceed the requirements imposed by State or Federal laws regarding child support. Pursuant to this Ordinance, UCLA certifies that it will:

- a. Fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders;
- b. Fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and

c. Maintain such compliance throughout the terms of this Agreement. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of UCLA to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of UCLA to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by UCLA under the terms of this Agreement, subjecting this Agreement to termination where such failure shall continue more than ninety (90) days after notice of such failure to UCLA by the LAFD.

Any subcontract entered into by UCLA relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of UCLA to obtain compliance of its subcontractors shall constitute a default by UCLA under the terms of this Agreement, subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to UCLA by the LAFD.

UCLA shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. UCLA assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

#### 2. Exemptions

UCLA has obtained the appropriate exemptions for the following Standard Contract Provisions set forth in Section R.2 of this Agreement: Section R.2.a (CITY Business Tax Ordinance – Exhibit A); Section R.2.b (Living Wage Ordinance – Exhibit B); Section R.2.c (Equal Benefits Ordinance – Exhibit C); and Section R.2.d (Slavery Disclosure Ordinance – Exhibit D). The exemptions are attached hereto in Exhibits A through D. UCLA is exempt from the contractual obligations set forth in section R.2 of this Agreement based on these exemptions.

# a. <u>Current Los Angeles City Business Tax Registration</u> Certificate

UCLA represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term

covered by this Agreement, UCLA shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

# b. <u>Living Wage Ordinance and Service Contractor Worker</u> Retention Ordinance

- i. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
  - (a) UCLA assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
  - (b) UCLA further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. UCLA shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. UCLA shall deliver the executed pledges from each such subcontractor to the LAFD within ninety (90) days of the execution of the subcontract. UCLA'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of UCLA with respect to such pledges and fully discharge the obligation of the UCLA to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.
  - (c) UCLA, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the LAFD with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or

- otherwise asserting rights under the LWO. UCLA shall post the Notice of Prohibition Against Retaliation provided by the CITY.
- (d) Any subcontract entered into by UCLA relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
- (e) UCLA shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- ii. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the CITY determines that the subject UCLA has violated provisions of either the LWO or the SCWRO or both.
- iii. Where under the LWO Section 10.37. 6 (d), the designated administrative agency has determined:
  - (a) That UCLA is in violation of the LWO in having failed to pay some or all of the living wage, and
  - (b) That such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due UCLA in accordance with the following procedures. Impoundment shall mean that from monies due UCLA, the awarding authority may deduct the amount determined to be due and owing by UCLA to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether UCLA is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. UCLA may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### **Earned Income Tax Credit**

This Agreement is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code,

requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### c. Equal Benefits Ordinance

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provision of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

i. During the performance of the Agreement, UCLA certifies and represents that UCLA will comply with the EBO. UCLA agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of this Agreement with the LAFD, UCLA will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the Bureau of Contract Administration, Equal Employment Opportunities Enforcement Section at (213) 847-1922."

- The failure of UCLA to comply with the EBO will be deemed to be a material breach of the Agreement by the Awarding Authority.
- iii. If UCLA fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Agreement, in whole or in part and all monies due or to become due under may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- iv. Failure to comply with the EBO may be used as evidence against UCLA in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- v. If the CITY determines that UCLA has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Agreement on behalf of the LAFD. Violation of this provision may be used as

evidence against UCLA in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

#### d. Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. UCLA certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

# S. NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes twenty-five (25) pages that constitute the entire understanding and agreement of the parties.

SIGNATURE PAGE TO FOLLOW

the dates indicated.	
DATE:	UCLA, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS CENTER FOR PREHOSPITAL CARE
	By:
DATE:	THE CITY OF LOS ANGELES
	By:
APPROVED AS TO FORM	ATTEST:
MICHAEL N. FEUER City Attorney	HOLLY L. WOLCOTT City Clerk
By: LAUREL L. LIGHTNER Assistant City Attorney	By: Deputy City Clerk
DATE:	DATE:
City Contract No	(40)

IN WITNESS THEREOF, the parties hereto have executed this Agreement on

# Exhibit A

# **Business Tax Exemption**

	abirorium w								EXPU
	CITY	OF LOS	ANGE	LES TE	ENANTS	AND C	ONTRA	ACTORS	
		JA.	<u>X KBG</u>	ISTKA	MON AP	PLICA	<u> 10N</u>	ω.	
In order to comp		The F	Reaent	s of :	the Uni	/ersit	v of C	aliford	nia on
BUSINESS NA	The	Regents	(India	idual, Pa	rtnership,	or Corpor	ation)	nio on	
BUSINESS NA	ME:				ious Name			al care	3
	11	1000 W					,		
BUSINESS AD	DRESS: 11		/Do N	e BIAC	P.O. Box)	e 1450	), Los		
								□ Nor	idential n-residential
MAILING ADD	RESS: 10	)990 Wi	lshir	e Blvc	i., Suit	е 1450	), Los	Angele	s. CA 90
C/O: Todd L	eGassio	; k							
DESCRIPTION	OF BUSH	NESS: _	Unive	rsity	of Cali	fornia			
BUSINESS STA	RT DATE	WITHIN	THE C	TY OF I	LOS ANGE	LES:			
							ONTH	DAY	YEAR
*EXPIRATION	DATEOF	CONTR.	APT/LE	ASF-					
222221	2111201	0011110	101,111			Month/	Day/Yea	r	
*					expiration hen the con	date of y	our conti	act or leas	re.
Please circle the	exhibit(s)	you are su	bmitting	with EX	HIBIT A:				
в с	D E	F G	Н	(I) J	K				
SOCIAL SECUE ARE NO busines	UTY NUN is related e	IBER (SS mployees	N), if the :		NUMBE) employee	R (FEIN),			ATION ess related
				OR	956	006143	3 W		
	SSN			-			FEIN	·····	
	N	OTE: SSI	VFEIN is	confiden	tial, not par	of the pu	olic recon	1.	
Print Name:J	. Thoma	s Rose	nthal						
Signature: \	te T	2	2	Title:	Assoc	Vice	Chanc	ellor	
Daytime Telephon	e:(310)	825-46	86			Date:	12/2	0107	
Return this applica 101, Los Angeles,	tion and the	applicable							

# Exhibit A

# **Business Tax Exemption**

# CERTIFICATION OF EXEMPTION CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

- 1. Banks
- 2. Insurers Insurance related activities which "In Lieu" taxes are paid to the State of California
- 3. Foreign governments Agencies exempt from Domestic Taxation by Treaty, International Law or Custom
- 4. United States Government and Agencies
- 5. State of California
- 6. University of California
- 7. California State Universities and Colleges
- 8. Community Redevelopment Agency of the City of Los Angeles
- 9. Housing Authority of the City of Los Angeles
- 10. County of Los Angeles
- 11. Los Angeles Convention and Exhibition Center
- 12. Los Angeles Memorial Coliseum Commission
- 13. Districts and Political Subdivisions under the Laws of the State of California (such as):
  - a. Los Angeles Unified School District
  - b. Los Angeles Community College District
  - c. Los Angeles County Flood Control District
  - d. Metropolitan Water District
  - e. Metropolitan Transit Authority
  - f. Mosquito Abatement Districts
  - g. Wilmington Cemetery District
  - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and are exempted from paying the City of Los Angeles Business Tax.

The Regents of the University of California on behalf of the UCLA Center for Prehospital Care

Name of Agency

University of California

Nature of Business/Type of Agency
10990 Wilshire Blvd., Suite1450, Los Angeles, CA 90024
Address

J. Thomas Rosenthal
Printed Name of Authorized Representative or Agent

(310) 825-4686

Phone Number

Signature

Assoc. Vice Chancellor

re

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES AND A COPY TO THE OFFICE OF FINANCE, 200 N. SPRING ST, RM. 101, LOS ANGELES,

Title

(Revised 10/05)

C:ia/cr

CALIFORNIA 90012, MAIL STOP 170 - ATTN: TAX EXEMPTION UNIT.

# Exhibit B

# **Living Wage Ordinance Exemption**

#### **LWO EXEMPTION APPLICATION**

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3<sup>rd</sup> Floor
Los Angeles, CA 90015

	Phone: (213) 847-1922 -	Fax: (213) 847-2777			
LIVING WAGE O Los Angeles Administrative Code 10, subcontractors, financial assistance exemption applies. Contractors may seriorm. Exemptions based on the categori	while this form with their hid or pro-	), presumes all City contractors isses and sublicensess) are sub	s (including bject to the i	service contractors, LWO unless an	
SECTION 1: CONTRACTO		. ,	,		
Oneman Manual		Contact Per	renn		
Company Address:			_		
City:	State:	Zip: Ph	none		
SECTION 2: DEPARTMENT AN	D CONTRACT INFORMATION				
Department Awarding Contract:	Fire Department	Contract # (if any):	(213) 97	78-3461	
Name of Department Contact:	Bill Jones	Department Phone:	e: (213) 978-3461		
CONTRACT AMOUNT: \$ 0	START DATE:	Upon Execution EN	ID DATE:	3 years after execution	
Purpose/ Service Provided: Affilia	ation for the professional developm	ent of paramedic students as r	required by	State licensing board	
SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)  Collective Bargaining Agreements (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.  Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.  Cocupational License (LAAC 10.37.1(j)): Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.  Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.  City are exemption.  City are exemption.  LAAC 10.37.1(g) - UC Regents is constitutionally exempt (State of California)  Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.  SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY  By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.					
Name of Signatory Any approval of this application contract. A subcontractor perfor Compliance has approved a sepa	Mind Work on this contract is	not exempt unlace the Of	g the per ffice of Co	Date formance of this ontract	
Approved / Not Approved – Reason:	By OCC A	nalyst:		Date:	
Form OCC/LW-10 (Rev. 6/06)				3	

#### **Exhibit C**

# **Equal Benefits Ordinance Exemption**

DEC-12-2007 10:31 FROM:LOS ANGELES FIRE DEP 12134858478 TO: 98472777 P:2/4 **EBO WAIVER** 07 DEC 13 PM 3: 25 CITY OF LOS ANGELES Department of Public Works Bureau of Contract Administration Office of Contract Compliance 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015 Phone: (213) 847-1922 - Fax: (213) 847-2777 EQUAL BENEFITS ORDINANCE AWARDING AUTHORITY REQUEST FOR WAIVER

The Regents of the University of California on behalf

Company Name: the UCLA Center for Prehospital Care Phone: (310) 312-9303 Phone: (310) 312-9303 Company Address: 10990 Wilshire Blvd., Suite 1450 City: Los Angeles State: CA Contract Number (If any): Determined after execution iof agreement Contract Term - Start Date: Date of Execution End Date: 3years from Date of Execution Contract Amount: No Cost Type of Service: Paramedic training interpships toward State of California licensing requirements SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE List all code section(s) on which this request for waiver is based. Cite all sections that may apply. Los Angeles Administrative Code, Section 10.8.2.(i)(1)(e) SECTION 2. REASON FOR WAIVER Attach a memorandum detailing: (1) Why the waiver is being requested. (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above. (3) The steps taken to find an entity that complles with the Equal Benefits Ordinance (EBO). SECTION 3. SUBMIT REQUEST FOR WAIVER Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation. ₿ij Jones Sr. Management Analyst II Title: Name of contact person: (213) 978-3461 Fire Department Department: Phone: Signature: Date: An approved waiver is valid only for the contract for which it was requested, it is not valid for any other contracts the contractor may have with the City. FOR OCC USE ONLY Not Approved. (See attached memorandum for explanation.)

Form QCC/EBO-4 (Rev. 06/08)

Approved based on code section(s):

Name of contact person: William Jones

Department: Fire Signature:

#### Exhibit D

# **Slavery Disclosure Ordinance Exemption**

#### **SDO EXEMPTION**

**CITY OF LOS ANGELES** 

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance 1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015 Phone: (213) 847-1922 Fax: (213) 847-2777

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is fastilized.

Section 1: Awarding Department

Title; Sr. Management Analyst II Phone: 215-978-3461

	Date. December B, 2007				
f California on behalf of the UCLA ( Section 2: Contractor and Contract Information	·				
Company Name: The Regents of the Univer	sity Federal ID#: 956006143W				
Company Address: 10990 Wilshire Blvd , St City: Los Angeles	rite 1450				
Cmy: Los Angeles					
Purpose Start Date: End Date:	Contract # (if any)				
Start Date: End Date:	Amount:				
Section 3: Basis for Exemption - Check one, A memorand					
The contract is for the furnishing of articles covered by letter	ers patent granted by the government of the United States or the				
goods or services are proprietary or only available from a sing	gle source.				
The City would suffer a financial loss or that City operatio	ns would be adversely impacted unless exempted.				
	E ONLY				
Approved:	Not Approved. (See attached memorandum.)				
OCC Analyst:	Date:				
THE FOLLOWING ARE STATUTORILY EXEM  Contracts relating to: (a) the investment of City trust money enhancement agreements for City tax-exempt and taxable fina (e) The investment of City moneys in securities permitted ur investment policy; (f) investment agreements, whether comp moneys invested in United States government securities.	ys or bond proceeds; (b) Pension funds; (c) Indentures, security incings; (d) Deposits of City surplus funds in financial institutions; order the California State Covernment Code and/or the Cityle				
Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.					
Grant funded Contracts if the application of this article wo grant or Contract with an agency of the United States, the State of any of those agencies with respect to any grant or Contract.	uld violate or be inconsistent with the terms or conditions of a $\sigma$ of California or the instruction of an authorized representative .				
X Contracts with a governmental entity such as the United St agency of one of these entities, or a public or quasi-public corpo a public status.	ates of America, the State of California, a county, city or public gration located in the United States and declared by law to have				
Contracts with any Company that has been designated as a Revenue Code Section 501(c)(3).	a non-profit organization pursuant to the United States Internal				
Contracts entered into pursuant to Charter Section 371(e)	(5) as approved by Council.				
Contracts entered into pursuant to Charter Section 371(e)					

The Regents of the University of California – UCLA Center – Center for Prehospital Care Air-Medical Clinical Care Coordinator Service Agreement Los Angeles Fire Department

Contracts entered into pursuant to Charter Section 371(e)(7).

Form OCC/SDO-2 (06/06)