

May 1, 2018



RALPH M. TERRAZAS  
FIRE CHIEF

March 22, 2018

BOARD OF FIRE COMMISSIONERS  
FILE NO. 18-037

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: SECOND AMENDMENT TO AGREEMENT C-129470 WITH ASERETH  
MEDICAL SERVICES, INC., FOR TEMPORARY PHARMACIST  
SERVICES

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

### SUMMARY

On July 1, 2017, the County of Los Angeles Department of Health Services stopped issuing controlled medications to EMS providers through County-operated hospital pharmacies. To continue fulfilling its public safety responsibilities in the provision of emergency medical services, the Fire Department entered into a short-term agreement with Asereth Medical Services, Inc. to provide temporary pharmacist services to procure and dispense controlled medications through Fire Department facilities. On August 15, 2017, the Board of Fire Commissioners approved Agreement C-129470 for the period of May 25, 2017 through December 31, 2017, with an option authorizing the Fire Chief to extend the agreement through June 30, 2018 on a month-to-month basis.

For the FY 2018-19 Budget, the Department requested position authority for a Pharmacist, which is pending consideration by the Mayor. Assuming the budget request is approved by Mayor and City Council, it is anticipated that the Pharmacist position will not be filled until the fourth quarter of 2018. Further, the Department is in the process of preparing a RFP for temporary licensed pharmacist staffing services to provide backfill, as needed, when the incumbent Pharmacist is unavailable. Because these processes will not be completed by June 30, 2018, the Department desires to enter into a Second Amendment to Agreement C-129470 with Asereth Medical Services, Inc. to extend the term on a month-to-month renewal basis through December 31, 2018, and to increase the compensation by \$30,000 for a maximum total of \$180,000.

**RECOMMENDATION**

That the Board:

1. Approve and authorize the Fire Chief to execute the Second Amendment to Agreement C-129470 with Asereth Medical Services, Inc.
2. Transmit the Agreement to the Mayor, in accordance with Executive Directive No. 3.

**FISCAL IMPACT**

Total compensation for the Agreement will not exceed \$180,000. Funding will be provided by the Targeted Destination Ambulance Services (Kaiser) Trust Fund. There is no impact to the General Fund.

Board Report prepared by Muriel Gee, Senior Management Analyst II, Administrative Services Bureau.

Attachment

**SECOND AMENDMENT TO AGREEMENT No. C-129470-2  
BETWEEN  
THE CITY OF LOS ANGELES (LAFD)  
AND  
ASERETH MEDICAL SERVICES, INC.  
FOR  
TEMPORARY PHARMACIST**

**THIS SECOND AMENDMENT** to AGREEMENT No. C-129470 between the City of Los Angeles (hereinafter referred to as "CITY"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Asereth Medical Services, Inc., a California corporation (hereinafter referred to as "Contractor"), with reference to the following:

**WHEREAS**, the Fire Department is a Los Angeles County, Department of Health Services (County) approved Emergency Medical Services (EMS) provider agency; and

**WHEREAS**, Fire Department responses to EMS calls for service may necessitate administering controlled medications to patients for proper and effective treatment; and

**WHEREAS**, controlled medications in the past have been dispensed to EMS provider agencies by County-operated hospital pharmacies; and

**WHEREAS**, the Fire Department and other EMS provider agencies have been notified by the County that its hospital pharmacies will cease issuing controlled medications to EMS provider agencies as of July 1, 2017; and

**WHEREAS**, to continue fulfilling its public safety responsibilities in the provision of emergency medical services, the Fire Department must utilize the services of a pharmacist licensed by the California State Board of Pharmacy, in compliance with state and federal regulations, to procure, stock, store and dispense controlled medications from Department facilities; and

**WHEREAS**, for public safety purposes, there was an urgent need for the Fire Department to begin the transition to have a temporary pharmacist provide services regarding controlled medications prior to July 1, 2017; and

**WHEREAS**, meeting this timeline required execution of a short-term contract for the performance of professional services of a temporary nature for which the Fire Department found that pursuant to Los Angeles Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), competitive bidding was not practical or advantageous; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City found that: it does not have personnel with the required knowledge and skill necessary to provide these services; it is more economical to have the services be provided by the Contractor on a short-term basis; and time constraints require immediate staffing to provide the services; and

**WHEREAS**, on August 15, 2017, the Board of Fire Commissioners approved Agreement No. C-129470 with the Contractor for temporary pharmacist services for a term commencing on May 25, 2017, and terminating on December 31, 2017, with the option to continue on a month-to-month basis until June 30, 2018; and

**WHEREAS**, LAFD is preparing to release a Request for Proposals (RFP) for temporary licensed pharmacist services in May of 2018; and

**WHEREAS**, in the event the RFP process extends beyond June 30, 2018, LAFD desires in this Second Amendment to Agreement No. C-129470 to extend the month-to-month renewal option through December 31, 2018 and increase compensation by \$30,000 for a total compensation not to exceed \$180,000.

**NOW, THEREFORE**, the City and the Contractor agree as follows:

**Section 2.0 TERM OF AGREEMENT**, is hereby amended to read in its entirety as follows:

The term of this Agreement will commence on May 25, 2017, and will terminate on June 30, 2018, with the option for the City, at its sole discretion, to continue the contract on a month-to-month basis through December 31, 2018. Exercising each option to extend on a month-to-month basis is at the sole discretion of the Fire Chief and each option shall be exercised by a letter to the Contractor, signed by the Fire Chief.

All terms and conditions of this Agreement are deemed to be effective as of May 25, 2017.

**Section 4.0 COMPENSATION**, is hereby amended to read in its entirety as follows:

The City will pay the Contractor for satisfactory services rendered by the pharmacist(s) at an hourly rate of \$95.00, plus mileage at the Internal Revenue Service rate for travel while performing the services described in Exhibit A for the City. Mileage is not paid for travel from and to the pharmacist's home before and after on-duty hours. Total compensation will not exceed \$180,000 for the term of this Agreement, including all extensions to the term pursuant to Section 2.0.

The Contractor shall submit monthly invoices to:

Marc Eckstein, M.D.  
Chief Physician and Medical Director  
Emergency Medical Services Bureau  
Los Angeles Fire Department  
200 North Main Street, Room 1860  
Los Angeles, California 90012

The invoice must contain the following:

- a. Name and address of company or firm;
- b. Name and address of the Fire Department;
- c. Date of the invoice and period covered;
- d. Reference to contract number;
- e. Description of completed task, amount due for the task, and name of pharmacist performing the task;
- f. Payment terms, total due, and due date;
- g. Certification by a duly authorized officer of the Contractor;
- h. Discounts and terms (if applicable); and
- i. Remittance address (if different from company address).

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

By: \_\_\_\_\_  
RALPH M. TERRAZAS  
Fire Chief

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

**APPROVED AS TO FORM:**  
**MICHAEL N. FEUER, City Attorney**

By: \_\_\_\_\_  
KIMBERLY MIERA  
Deputy City Attorney

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

**ATTEST:**  
**HOLLY L. WOLCOTT, City Clerk**

By: \_\_\_\_\_  
Deputy City Clerk

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

**ASERETH MEDICAL SERVICES, INC.,  
a California Corporation**

By\*: \_\_\_\_\_  
THERESA TAYLOR  
Chief Executive Officer

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

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

Name: \_\_\_\_\_ Omar Taylor

Title: \_\_\_\_\_ Secretary

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

NOTE: If Contractor is a corporation, two signatures are required.

\* The signature of President, Chairman of the Board, or Vice President is required here; and

\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Business Tax Registration Certificate Number: 0000005786-0001-9

Internal Revenue Service ID Number: 95-4301454

Agreement Number: C-129470-1

Board Report No.: BFC 17-073; BFC 17-096;