

July 16, 2019

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

July 15, 2019

BOARD OF FIRE COMMISSIONERS  
FILE NO. 19-069

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: PARAMEDIC EDUCATIONAL SERVICES AGREEMENT WITH THE  
REGENTS OF THE UNIVERSITY OF CALIFORNIA, UCLA CENTER  
FOR PRE-HOSPITAL CARE

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 Withdrawn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

The Los Angeles Fire Department (LAFD) is requesting to execute a new Agreement with the Regents of the University of California, on behalf of UCLA Center for Pre-hospital Care (UCLA) for Paramedic Educational Services. UCLA will provide Emergency Medical Technician (EMT)-Paramedic Certification and Licensing education and training programs for LAFD EMT personnel. The Agreement covers the period from June 21, 2019 through June 20, 2024.

LAFD has contracted with UCLA for paramedic training since 2008. The previous contract stipulated a five-year term with two one-year options beginning in fiscal year 2012-2013 and ending in fiscal year 2018-2019 for the yearly paramedic training of 45 firefighters. LAFD is requesting the continuation of this affiliation with UCLA for paramedic training.

UCLA provides paramedic training lasting approximately seven (7) months and currently charges \$11,019.95 for tuition and related expenses for each member. UCLA conducts three (3) classes a year and is able to train fifteen (15) LAFD firefighters per class for a total of forty-five (45) firefighters per year. Over a five-year period, UCLA is capable of conducting fifteen (15) classes and training a total of 225 firefighters at a cost of \$2,479,488.75.

This Agreement benefits LAFD firefighters to become paramedics and address the shortage of qualified licensed EMT-Paramedics in Los Angeles.

The proposed Agreement has been reviewed and approved as to legal form by the City Attorney. This proposed Agreement with a governmental entity does not require City Council review and approval per City Charter Section 373.

**RECOMMENDATION**

That the Board:

1. Approve and authorize the Fire Chief to execute an Agreement between the City and the Regents of the University of California, to provide paramedic training, covering the period from June 21, 2019 to June 20, 2024.
2. Authorize the Fire Chief sole discretion to execute amendments regarding any modifications, additions or exclusions during the five (5) year term of the Agreement.
3. Transmit the Agreement to the City Administrative Officer for review.

**FISCAL IMPACT**

There is no impact to the General Fund. This Agreement to provide Paramedic Educational Services to firefighters is funded by the LAFD Revolving Training Fund, Fund 40J, Account 3840JB.

Board report prepared by Damian A. Pacheco, Senior Management Analyst I, Emergency Medical Services Bureau.

Attachment

**PARAMEDIC EDUCATIONAL 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 the Los Angeles Fire Department, an Emergency Medical Services provider ("LAFD"), and The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, UCLA Center for Prehospital Care ("UCLA"), with reference to the following:

**WHEREAS**, UCLA Center for Prehospital Care conducts education and training programs leading to certification and licensure of Emergency Medical Technician ("EMT")-Paramedics, including a full time EMT Paramedic Program (the "Paramedic Program") and a Paramedic Preparation Program (the "Paramedic Preparation Program") collectively referred to as the "UCLA Programs"; and

**WHEREAS**, the LAFD desires to address the shortage of qualified licensed EMT-Paramedics in Los Angeles by assisting its employees and candidates for employment ("LAFD Cadets"), who meet the qualifications for admission as stated in Section E of this Agreement (collectively, "LAFD Students"), with enrolling in the UCLA Programs; and

**WHEREAS**, the parties desire to enter into this Agreement wherein, subject to the availability of funds, UCLA will provide EMT-Paramedic Certification and Licensing education and training programs for LAFD EMT personnel; and

**WHEREAS**, a competitive bidding process for these services is not required pursuant to Section 371(e)(8) of the City Charter.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties agree as follows:

**A. PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**1. Parties to the Agreement**

- a. The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California, 90012.
- b. The Regents of the University of California, UCLA Center for Prehospital Care having its principal address at 10990 Wilshire Blvd., Suite 1450, Los Angeles, California, 90024.

2. Representatives of the Parties and Service of Notices

- a. The LAFD's representative is unless otherwise stated in the Agreement:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, California, 90012  
(213) 978-3800

With a copy to:

Mark Eckstein, MD, MPH  
Medical Director  
Los Angeles Fire Department  
200 North Main Street, Room 1880  
Los Angeles, California, 90012  
(213) 978-3741

- b. UCLA's representative is, unless otherwise stated in the Agreement:

Todd LeGassick, MPH  
Executive Director  
UCLA Center for Prehospital Care  
10990 Wilshire Blvd., Suite 1450  
Los Angeles, CA 90024  
(310) 312-9303

3. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
4. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) working days of said change.

**B. ENROLLMENT AND SCREENING**

**1. Enrolling and Reserving Space for LAFD Students**

LAFD will notify UCLA, in writing of the number of positions it wishes to reserve for LAFD Students in each of the UCLA Programs. UCLA will then notify LAFD, in writing, of the number of qualified LAFD Students it will be

able to accommodate, pursuant to the final count deadlines set forth in **Exhibit A**.

**2. Screening Examinations**

In accordance with the dates set forth in **Exhibit A's** Program Schedule, UCLA will conduct entrance testing for LAFD Students who are interested in enrolling in the UCLA Programs.

**3. Final Number of LAFD Students**

No later than sixty (60) days before the start date of the Paramedic Program and thirty (30) days before the start of the Paramedic Preparation Program, LAFD will notify UCLA in writing of the final number of qualified LAFD Students who will be enrolling in the UCLA Programs (LAFD's "Final Count") and UCLA will reserve slots for the LAFD Students in the LAFD's Final Count.

**C. RIGHTS AND RESPONSIBILITIES OF LAFD**

**1. Payments for Tuition and Fees**

LAFD will pay the tuition for all LAFD Students who are included in the Final Count, except that LAFD shall not be required to pay the tuition for any LAFD Student who is unable to attend the program if UCLA can enroll another qualified student from UCLA or any other qualified agency. UCLA shall make every effort to fill any vacant spots if and when an LAFD Student is unable to be part of the Final Count. LAFD Cadets will be responsible for making payment to the Program in accordance with the payment schedule in place for all other students, unless LAFD has agreed to make such payments.

**2. Staffing Supervision**

LAFD will provide a Chief Officer or Captain for supervision during each of the seven didactic segments of the Paramedic Program. Upon request by UCLA, an LAFD Chief Officer or Captain will be present whenever an LAFD Student is counseled for disciplinary or academic issues.

**D. JOINT RESPONSIBILITIES**

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

## **E. QUALIFICATIONS FOR ADMISSION**

### **1. Paramedic Preparation Program**

The Paramedic Preparation Program's admission requirements for all LAFD Students are as follows:

- a. Current EMT certification.

### **2. Paramedic Program**

a. The Paramedic Program's admission requirements for all LAFD Students are as follows:

- i. Items set forth at Section E.1.a above;
- ii. Current Cardio Pulmonary Resuscitation ("CPR") card;
- iii. A completed Paramedic Student Application ("Application"). UCLA must receive the Application before the LAFD Student begins the Paramedic Program;
- iv. A letter from LAFD to UCLA stating that each LAFD Student has a minimum of six (6) months experience part-time, full time or volunteering as an EMT;
- v. Verification of high school graduation or GED;
- vi. Students must be at least eighteen (18) years of age;
- vii. Current California Driver's License or Identification Card;
- viii. A letter from LAFD to UCLA acknowledging that the LAFD Student is covered by worker's compensation coverage for the full duration of the Paramedic Program; LAFD Cadets shall be required to provide their own health insurance for the duration of the program;
- ix. Minimum passing scores of 80% on the EMT Written Examination, minimum passing score of 80% on the Math Examination, and completion of the Health Occupations Basic Entrance Test (HOBET) or other inventory of English, Math, and Science at the recommended level for entry-level paramedic students;
- x. EMT and CPR licensure. Students must maintain such licensure while enrolled in UCLA Programs;

- xi. Proof that the LAFD Student has had a physical examination, obtained medical clearance to participate in the Paramedic Program and participate in mask fit screening for the N95 healthcare respirator preventing the spread of communicable diseases. The physical examination and clearance must take place no earlier than three (3) months before the start of the Paramedic Program;
  - xii. Proof that the LAFD Student has had the following vaccines, immunizations or screenings:
    - (a) Hepatitis-B vaccination or surface titer or signed refusal form,
    - (b) Measles/Mumps/Rubella (MMR),
    - (c) Varicella immunization, titer, or physician's documentation of previous infection,
    - (d) Tetanus/Diphtheria/Pertussis (Tdap) within last 10 years or signed refusal forms for all but Tetanus,
    - (e) Tuberculosis within three (3) months of the start of the Paramedic Program,
    - (f) Flu vaccination (offered);
  - xiii. All medical and application information required must be submitted at least three (3) weeks before the start of the Paramedic Program;
  - xiv. Successful completion of criminal background checks including:
    - (a) FBI; and
    - (b) Department of Justice (DOJ) (Live Scan fingerprinting process); and
  - xv. Verification that the LAFD Student is not on the US Department of Health and Human Services Office of Inspector General (OIG) Exclusion list.
- b. Attend the mandatory orientation prior to the start of the Program.

## **F. TERM**

### **1. Term**

The term of this Agreement shall be for five (5) years, subject to the availability of funds. The Agreement will be effective as of June 21, 2019 and will terminate on June 20, 2024, unless otherwise terminated earlier as provided in this Agreement.

### **2. Ratification**

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

## **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 in accordance with Section A.2 above. LAFD is entitled to a full refund for UCLA Programs interrupted when UCLA terminates under this section. LAFD is not entitled to a refund of amounts that have been paid to UCLA for UCLA Programs interrupted when LAFD terminates under this section. UCLA will provide LAFD with a final invoice for sums due UCLA within thirty (30) days of the date this Agreement terminates under this section. LAFD will pay UCLA for allowable sums included in the final invoice within thirty (30) days of receipt.

### **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 in accordance with Section A.2 above. 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").

#### **a. Breach by LAFD**

If the Agreement is terminated and LAFD is the breaching Party, LAFD is not entitled to a refund of any amounts paid by LAFD for services that have been rendered prior to and during the thirty (30) day termination period. If LAFD is the breaching Party, LAFD is responsible for paying all



sums due and owing for services rendered prior to and during the thirty (30) day termination period.

**b. Breach by UCLA**

If the Agreement is terminated and UCLA is the breaching Party, UCLA will refund LAFD a pro rata amount of the funds LAFD paid for the UCLA Programs that were terminated due to UCLA's breach.

**c. Payment of Refunds and Monies Owed**

The Parties agree to properly invoice, refund and pay any monies owed within thirty (30) calendar days of the Effective Date of Termination of this Agreement.

**H. PAYMENT**

**1. Payment for Tuition**

UCLA will send an itemized invoice in triplicate to the LAFD at the beginning of each UCLA Program for the tuition and expenses due under Section C. All invoices will include the contract number, billing period, description of services performed, names of students who are participating in the UCLA Programs, and any other documentation or information substantiating the request for payment. LAFD will make payment within thirty (30) days of receipt of the invoice. The tuition rates from July 1, 2019 through December 31, 2019 of the Agreement are set forth in **Exhibit B**. Any changes to tuition rates will be provided to LAFD in writing by September 30, 2019 that will cover programs from January 1, 2020 through June 30, 2020. Any changes to tuition rates will be provided to LAFD in writing by March 31<sup>st</sup> for the upcoming fiscal year starting July 1<sup>st</sup>.

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

Mark Eckstein, MD, MPH  
Medical Director  
Los Angeles Fire Department  
200 N. Main Street, Room 1880  
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 Manager  
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**

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 LAFD and the City, its officers, employees and agents. 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 1.2.a, 1.2.b, and 1.2.c above will not in any way limit the liability of UCLA; and
  - g. The coverages referred to under Sections 1.2.a and 1.2.b above will include LAFD and 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 LAFD with Certificates of Self-Insurance evidencing compliance with all requirements.
3. 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 LAFD or City, its officers, employees or agents.
  4. UCLA will defend, indemnify and hold harmless LAFD and the City of Los Angeles, 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 one another 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, 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 of 1996 (HIPAA).

#### **K. SEVERABILITY**

The CITY and UCLA agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such validity, illegality, or unenforceability shall not affect other parts, terms or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

#### **L. WAIVER**

No waivers or any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement, including a subsequent breach of the same provision.

#### **M. USE OF NAME**

Neither party shall use the name of the other, insignia or trade mark of the other, including the names of The Regents of the University of California, UCLA, or the

University of California, LAFD or City of Los Angeles without the prior written consent of an authorized representative of the other party.

**N. STANDARD CONTRACT PROVISIONS**

UCLA is a public entity and as such, agrees to comply with Attachment A – Standard Provisions for City Contracts (Rev. 10/17)[v.3], only when those provisions are relevant to UCLA's performance of the agreement and when they do not conflict with or exceed UCLA's own rules and regulations or any of the local, state, and federal rules and regulations to which UCLA is bound. To the extent there is a conflict on any subject matter between the Agreement and the Standard Provisions for City Contracts, the language in the Agreement shall govern.

**O. ENTIRE AGREEMENT**

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employees of either party will affect or modify any of the terms and conditions of this Agreement.

**P. NUMBER OF PAGES AND ATTACHMENTS**

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes twelve (12) pages, one (1) attachment and two (2) exhibits, which constitute the entire understanding and Agreement of the parties.

**{SIGNATURE PAGE FOLLOWS}**

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

**For: THE CITY OF LOS ANGELES**

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

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

RALPH M. TERRAZAS  
Fire Chief  
Los Angeles Fire Department

**For: UCLA, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,**  
On behalf of UCLA Center for Prehospital Care

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

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

JOHN MAZZIOTTA, M.D., Ph.D.  
Vice Chancellor  
UCLA Health Sciences & CEO,  
UCLA Health

**APPROVED AS TO FORM:**

**ATTEST:**

MICHAEL N. FEUER  
City Attorney

HOLLY L. WOLCOTT  
City Clerk

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

KIMBERLY D. MIERA  
Deputy City Attorney

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

Deputy City Clerk

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

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

Agreement No. \_\_\_\_\_

# **EXHIBIT A**

## **PROGRAM SCHEDULE**

# **EXHIBIT A**

## **PROGRAM SCHEDULE**



# UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

## Exhibit A

### Program Schedule

Program	January 2020	May 2020	September 2020	January 2021
LAFD Request Deadline	September 1, 2019	February 1, 2020	June 1, 2020	September 1, 2020
Entrance Testing	TBD, November	TBD, March	TBD, July	TBD, November
LAFD Final Count Deadline	September 30, 2019	February 28, 2020	June 30, 2020	September 30, 2020
Mandatory Orientation(All Students)	TBD, early December	TBD, early April	TBD, end of July	TBD, early December
Didactic Starts	January 2, 2020	April 29, 2020	August 26, 2020	January 2, 2021
Didactic Ends	April 24, 2020	August 23, 2020	December 20, 2020	April 24, 2021
Intro to Clinical	May 1, 2020	August 26, 2020	January 2, 2021	May 1, 2021
Field Start	May 29, 2020	September 30, 2020	February 7, 2021	May 29, 2021
Graduation	TBD, around 1st week of Sept	TBD, around 1st week of January	TBD, around 1st week of May	TBD, around 1st week of Sept

The Regents of the University of California - UCLA Center - Center for Prehospital Care  
Paramedic Educational Services Agreement - Emergency Medical Technician - Paramedic Training  
Los Angeles Fire Department

# **EXHIBIT B**

## **TUITION AND EXPENSES**

**Exhibit B - LAFD**

**Tuition and Expenses**

Payable to University of California Regents:	Per Student
<b>Paramedic Program</b>	<b>\$ 8,500.00</b>
<b>Paramedic Preparation Program</b>	<b>\$ 795.00</b>
<b>Required Paramedic Preparation Textbook –</b> Nancy Caroline Emergency Care in the Streets 8E Vol 1 & 2	<b>\$ 235.47</b>
<b>Paramedic Preparation Parking</b> (8 days x \$ 3.00 per day)	<b>\$ 24.00</b>
<b>Textbooks</b> – Nancy Caroline Emerg Care In The Streets 8E Preferred Digital Access Code (FISDAP & OSPE) AALS, PHTLS 9E Textbook + Digital Course Manual, Skills Manual, UCLA Drug Guide, Paramedic Internship Manual, Pharmacology Supplement, DHS Policy Manual, EKG Manual, AHA ACLS Pocket Cards, AHA PALS Pocket Cards, Anatomy & Physiology for Health Professionals 3E. **This does not include the hard copy of the text. It is only included for Students who take the Paramedic Prep Course**	<b>\$ 574.98</b>
<b>National Registry Psychomotor Exam Site Fee</b>	<b>\$ 295.00</b>
<b>National Registry Cognitive Exam Voucher Fee</b>	<b>\$ 125.00</b>
<b>Scrubs</b>	<b>\$ 43.00</b>
<b>Program Application Fee</b>	<b>\$ 50.00</b>
<b>Entrance Exam Fee (includes one re-test)</b>	<b>\$ 75.00</b>
<b>LA County Graduation Pin</b>	<b>\$ 25.00</b>
<b>UCLA Affiliate Bruin Card (ID Badges)</b>	<b>\$ 7.50</b>
<b>Parking</b> (4 Months X \$ 52.50 for didactic and 20 Days x \$ 3.00 per day. 10 call back days and 10 field internship days.)	<b>\$ 270.00</b>
<b>TOTAL Paramedic Fees</b>	<b>\$ 11,019.95</b>
<b>Additional Re-Testing Entrance Exam Fee</b>	<b>\$ 35.00</b>
<b>Re-Test Entrance Exam TOTAL</b>	<b>\$ 35.00</b>
<b>Re-Test National Registry Psychomotor Exam Site Fee</b>	<b>\$ 295.00</b>
<b>Re-Test NR TOTAL</b>	<b>\$ 295.00</b>
<b>Re-Test National Registry Skills Only Exam Site Fee</b>	<b>\$ 195.00</b>
<b>Re-Test NR Skills Only TOTAL</b>	<b>\$ 195.00</b>

<b>Re-Entry Fee for Paramedic Education</b>	<b>\$ 2,250.00</b>
<b>Re-Entry TOTAL</b>	<b>\$ 2,250.00</b>

**For Course Fees and related course expenses from July 1, 2019 – December 31, 2019. New fee schedule for January 1, 2020 – June 30, 2020, will be available by September 30, 2019.**

# **ATTACHMENT A**

## **STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/17)[v.3]**

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.**    Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2.**    Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3.**    Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A.    This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B.    This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C.    The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D.    This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.



**PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

**PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

**PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **PSC-8.    Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9.    Termination**

##### **A.       Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

##### **B.       Termination for Breach of Contract**

1.       Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2.       If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** 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 **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

**PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

**PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.



**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications**

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39. Limitation of City’s Obligation to Make Payment to Contractor**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

**PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.



## Required Insurance and Minimum Limits

Name: Los Angeles Fire DepartmentDate: 1/29/2019Agreement/Reference: Regents of the University of California - Prehospital Care Paramedic Education Program

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

#### ☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

#### ☒ **General Liability**

5,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability

#### ☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

5,000,000

#### ☒ **Professional Liability** (Errors and Omissions)

5,000,000Discovery Period 12 month extended reporting period

#### ☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake

#### ☐ **Pollution Liability**

☒ Automobile Liability must provide coverage for any occurrence arising from the transport of hazardous waste.

#### ☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

#### ☐ **Crime Insurance**

#### Other: General Notes:

1. If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver Of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2. In the absence of imposed auto liability insurance requirements all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.