

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

October 1, 2019

BOARD OF FIRE COMMISSIONERS  
FILE NO. 19-118

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: MEMORANDUM OF AGREEMENT WITH THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA FOR THE MOBILE STROKE UNIT  
PROGRAM

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 Withdrawn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 Memorandum of Agreement (MOA) with the Regents of the University of California, on behalf of its UCLA Health System and the David Geffen School of Medicine, Department of Neurology (UCLA) in which LAFD and UCLA desire to enter into a mutual aid agreement, pursuant to the Department of Health Services, County of Los Angeles Regional Mobile Response Teams Policy 817, regarding emergency stroke transport services. Under the provisions of the MOA, the Department's dispatch center provides UCLA's mobile stroke ambulance unit (MSU) access to patients within the LAFD's exclusive operating area in order to transport stroke-afflicted patients to the appropriate receiving hospital.

The MSU is owned and operated by UCLA and is funded through a charitable donation. It is a modified ambulance with an on-board mobile computed tomography (CT) scan, point-of-care lab testing, tPA ("clot-busting" medication), and telemedicine hardware and software. The MSU is staffed by a UCLA critical care transport nurse, a UCLA CT technician, and a paramedic from an outside fire department (Santa Monica Fire Department or Torrance Fire Department).

The MSU will respond to suspected stroke incidents within various areas of Los Angeles by monitoring LAFD dispatches on a department radio and/or by requests by paramedics on scene of acute stroke patients. Timely diagnosis and treatment is critical for maximizing a patients' chance of making a full recovery. The MSU will provide timely response, cutting edge stroke diagnosis and treatment for the citizens of Los Angeles.

Attached for consideration is the MOA with the Regents of the University of California for the mobile stroke program commencing upon the date of execution by the City Clerk and terminating two years thereafter, with an option to renew for an additional twelve-month period.

The MOA has been reviewed and approved as to legal form by the City Attorney. This 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 the Memorandum of Agreement with the Regents of the University of California for the mobile stroke program, commencing upon the date of execution by the City Clerk, and terminating two years from that date, with an option to renew for an additional twelve months.
2. Authorize the Fire Chief to have sole discretion to execute amendments regarding any modifications, additions or exclusions during the term of the Agreement.
3. Transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

### **FISCAL IMPACT**

There is no fiscal impact to the General Fund. All staffing and equipment to service the mobile stroke unit will be provided by UCLA, Santa Monica Fire Department, or Torrance Fire Department.

Board Report prepared by Marc Eckstein, M.D., MPH, Medical Director, EMS Bureau Commander.

Attachment

**MEMORANDUM OF AGREEMENT**  
**Regarding the**  
**MOBILE STROKE PROGRAM**

This Memorandum of Agreement ("MOA" or "Agreement") is made and entered into effective as of \_\_\_\_\_ (the "Effective Date"), by and between The Regents of the University of California, on behalf of its UCLA Health System and the David Geffen School of Medicine at UCLA, Department of Neurology (collectively "UCLA"), and the Los Angeles Fire Department ("LAFD").

**I. PARTIES**

UCLA owns and operates the Ronald Reagan UCLA Medical Center and the Santa Monica - UCLA Medical Center and Orthopedic Hospital which are licensed acute care hospitals located at 757 Westwood Plaza, Los Angeles, CA 90095 and 1250 16th Street, Santa Monica, CA 90404.

LAFD is a 911 Jurisdictional Provider as defined by California Health and Safety Code, Sec. 1797.201. LAFD is also an Exclusive Operating Area (EOA) Provider within the County of Los Angeles, as defined by California Health and Safety Code Secs. 1797.201 and 1797.224, and referenced in the Los Angeles County EMS Plan.

**II. PURPOSE and OBJECTIVES**

The Department of Health Services Los Angeles County issued a Mobile Stroke Unit Mutual Aid Report and Prehospital Care Policy, Reference No. 817; Regional Mobile Response Team, updated June 1, 2018, that defines the requirements for mobile stroke units, the activation and approval process for mobile stroke units, and the general topics that must be addressed in a contract between a mobile stroke unit program and any EOA.

UCLA and LAFD desire to enter into this mutual aid agreement, pursuant to the Department of Health Services, County of Los Angeles Mutual Aid Report No. 817 (attached hereto and incorporated herein), regarding emergency stroke transport services.

**III. RESPONSIBILITIES OF THE PARTIES**

**A. SERVICES TO BE PROVIDED BY LAFD**

Basic Services. LAFD agrees to allow UCLA's mobile stroke ambulance unit ("MSU") as a mutual aid resource, access to patients within the LAFD's EOA as pursuant to the Department of Health Services, County of Los Angeles Regional Mobile Response Teams policy 817, in order to

transport patients from the location of patient pickup to the appropriate receiving hospital. The MSU operates under a joint agreement between UCLA and Santa Monica Fire, including as part of Santa Monica Fire's ambulance fleet, which operate under 1797.224 of the Health and Safety Code, and is available to other provider agencies in Los Angeles County through the mutual aid policy.

LAFD shall provide two (2) mobile radios to UCLA to ensure electronic communication between the MSU and LAFD's dispatch center. All equipment shall remain the property of LAFD throughout the duration of this Agreement, and shall be returned to LAFD upon termination of the Agreement. All equipment shall be returned in as good a condition as received at the commencement of this Agreement, except for reasonable wear and tear. UCLA shall repair or replace any lost or damaged equipment, provided however, that UCLA shall not be responsible to repair or replace any lost or damaged equipment if LAFD is solely at fault for such damage or loss.

LAFD shall allow UCLA access to the appropriate data sources for process and outcomes measures of patients transported by the MSU, for program performance improvement and research purposes. These data sources may be hosted by LAFD or a contracted affiliate of LAFD (such as the Get with the Guidelines data source through the Los Angeles County Emergency Medical Services Agency).

#### **B. SERVICES TO BE PROVIDED BY UCLA**

**Basic Services.** UCLA shall provide the specialty transport team (or "STT"), and related medical direction and services, together with the MSU, medical equipment and supplies unique to the services provided by the STT for the clinical services and transport of patients to UCLA and other receiving hospitals.

**Specialty Transport Team Medical Personnel.** UCLA shall provide from among its employees such medical personnel for the STT, with the exception of the Paramedic, who will not be a UCLA employee. The Paramedic will be an employee of the City of Santa Monica and provides services on the MSU pursuant to an agreement between the City of Santa Monica and UCLA. For reasons of safety, efficiency and compliance, LAFD and UCLA agree that the STT will consist of 1 Paramedic, 1 Critical Care Transport Nurse, 1 Computed Tomography Technician, and 1 Vascular or Emergency Neurologist (via telehealth), each of whom are appropriately experienced and licensed for the level of care required for the transport. Each STT member shall be trained and familiar with medical operations prior to assignment to the STT. UCLA shall be

responsible for all medical direction and authority of the STT, as described herein, during the transport of patients under this Agreement.

UCLA employees so assigned receive all of their compensation and benefits from UCLA in accordance with UCLA policies and procedures while performing these services.

Medical Director and STT Administrative Services. UCLA will provide a Medical Director (the "Medical Director"), who shall be a David Geffen School of Medicine, Department of Neurology ("Department") physician, to provide clinical oversight services for the MSU Program. The Medical Director will: (i) provide clinical oversight with respect to the patients transported within the MSU Program; (ii) develop and approve medical treatment protocols for patients transported by the MSU; and (iii) work collaboratively with the LAFD's medical director and assist LAFD in monitoring state and local EMS regulations as they relate to emergency transports. In addition to the Medical Director's responsibilities, the MSU Critical Care Transport Nurse will provide program administrative oversight. These administrative services will include basic training of the MSU staff, scheduling of STT staffing, and quality assurance for the MSU Program.

Patient Care by UCLA Designated Physician during Transport. UCLA may, at UCLA's sole discretion based on patient needs, designate a physician to accompany the STT to provide direct patient care on an MSU transport. Said UCLA designated physician's patient care services shall be aside from, and in addition to the administrative duties of the Medical Director described above.

Maintenance and repairs of the MSU will be the responsibility of UCLA.

During the daily operations of the MSU, if Base Station contact is made, the MSU shall contact the UCLA Base Station or Cedars Sinai Medical Center Base Station, as applicable.

#### IV. RELATIONSHIP OF THE PARTIES

Independent Contractors. The relationship of the parties as set forth in this Agreement is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the parties. Neither LAFD nor its employees, agents, or subcontractors, if any, shall in any way be deemed to be employees, agents, or subcontractors of UCLA. Likewise, neither UCLA nor its employees, agents, or subcontractors, if any, shall be deemed to be employees, agents, or subcontractors of LAFD. Each of the parties shall be solely responsible for the method and manner in which it and its respective employees

carry out the duties imposed on it by this Agreement, and neither party shall exercise any control or direction over the methods by which the other party and its respective employees perform their respective functions hereunder, except as may otherwise be provided in this Agreement. Neither party (nor any of its employees) shall have a respective claim under this Agreement or otherwise against the other party for vacation pay, sick leave, retirement benefits, or other employee benefits of any kind.

#### V. TERM AND TERMINATION

Term. This Agreement shall be in effect for a period of two (2) years from the Effective Date. At the end of the period, the Agreement may be renewed for an additional period of 12 months upon the mutual written agreement of both parties.

Termination without Cause. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party.

Termination with Cause. Either party may terminate this Agreement immediately in the event of breach; or if either party loses its license, accreditation or certification; or if either party is no longer able to provide the service for which this Agreement was entered into.

#### VI. BILLING AND CHARGES FOR MEDICAL TRANSPORT SERVICES

Nothing herein shall restrict UCLA from billing patients transported by the MSU for technical or professional services related to the standard of care clinical services performed as a part of the MSU Program.

#### VII. INSURANCE AND INDEMNIFICATION

Insurance to be maintained by LAFD. LAFD, at its own sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure (contractual liability included), in a sufficient amount covering any and all of its liabilities and exposure.

Insurance to be maintained by UCLA. UCLA, at its sole cost and expense, shall insure and self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure (contractual liability included), in a sufficient amount covering any and all of its liabilities and exposure.

Indemnification by LAFD. LAFD shall defend, indemnify and hold UCLA, its officers, employees and agents harmless 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 including but not limited to, claims of employees of LAFD, claims of third parties and claims arising out of injury to or death of any person, and from and against all loss or damage, or

destruction of any property whatsoever, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from LAFD's breach of this Agreement, or the negligent or intentional acts or omissions of LAFD, its officers, agents, or employees.

Indemnification by UCLA. UCLA shall defend, indemnify and hold LAFD, its officers, employees and agents harmless 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 including but not limited to, claims of employees of UCLA, claims of third parties and claims arising out of injury to or death of any person, and from and against all loss or damage, or destruction of any property whatsoever, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injuries or damages are caused by or result from UCLA's breach of this Agreement or the negligent or intentional acts or omissions of UCLA, its officers, agents or employees, including any third party claim relating to any act or omission by UCLA employees including the Medical Director.

## VIII. COMPLIANCE

### A. The parties agree as follows:

1. Each party shall comply with all applicable Federal, State and County, or other government agency laws, rules or regulations. Each party agrees that its medical personnel providing services under this Agreement will be properly licensed and qualified under all applicable laws and regulations.
2. Each party and its employees and subcontractors will obtain, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorizations of federal, state and local governmental authorities which may be required to execute, deliver, and perform its obligations under this Agreement and to provide emergency medical services.
3. LAFD shall maintain appropriate ambulance provider accreditation and shall make available to UCLA the results of its most recent evaluation.
4. LAFD is a California organization, validly existing, and in good standing under the laws of the State of California, is duly authorized to transact business in the State of California and has the power and authority to execute, deliver, and perform its obligations under this Agreement.
5. Neither party is now, and has never been, excluded, sanctioned, or otherwise ineligible from participation in any government-sponsored program, including, without limitation, the Medicare, Medicaid (Medi-Cal), or other federal health care programs. Each party represents and warrants that neither it, nor its representatives who will provide services pursuant to this Agreement, have ever been convicted of a criminal offense related to the provision of health care items or

services, or under investigation for such offense, but not yet excluded, suspended or otherwise ineligible from participation in federal health care programs. This Agreement shall be subject to immediate termination in the event that either party is excluded from participation in any federal healthcare or procurement program.

- B. The parties agree that all services provided by UCLA employees under this Agreement shall be subject to UCLA's risk management program and policies. UCLA employees shall comply with all such risk management program requirements, including but not limited to incident reporting.

The notices under this section shall be sent to the UCLA Health System Chief Compliance Officer at: Box 957067 924 Westwood Blvd., Suite #810, Los Angeles, CA 90095-7067

#### IX. NOTIFICATION

Each party shall notify the other party in writing as soon as reasonably practicable, but in no event more than 72 hours after, if either such party or any of its agents, employees or subcontractors providing services under this Agreement becomes aware of any of the following:

- A. Such party or any of its employees, agents, officers, directors, or subcontractors providing services under this Agreement becomes the subject of any investigation, proceeding, or disciplinary action by the Medicare and/or Medicaid (Medi-Cal) programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320 a - 7b (f), and/or any state's medical board, or any agency responsible for professional licensing, standards or behavior.
- B. In the event of a loss, suspension or material limitation of the license required for such party, its employees, agents and/or subcontractors to provide services under this Agreement.
- C. In the event of a loss, suspension or material limitation of the LAFD's ambulance provider accreditation.
- D. Any event that materially interrupts or affects such party's ability to perform the services under this Agreement.

#### X. HIPAA COMPLIANCE

The parties agree that, in the performance of its duties under this Agreement, LAFD is acting as a covered entity as described in HIPAA and regulations promulgated hereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party, as a covered entity shall comply with its obligations with respect to the confidentiality, privacy and security of patients' medical information and shall take the required steps to preserve the



confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, as required by HIPAA and the HIPAA Regulations and other applicable laws and regulations.

#### XI. BOOKS AND RECORDS

Each party shall maintain all records related to the services provided under this Agreement and all information submitted to any governmental entity. In addition, each party shall maintain and retain complete billing and collection information, and other books and records relating to the provision of services under this Agreement. Each party shall be permitted access upon reasonable notice to all books and records relating to the performance of this Agreement in the possession and control of the other party.

Each party shall provide the other with copies of relevant records relating to the services provided herein, as reasonably requested and upon reasonable notice, except where prohibited by law or protected by a privileged communication.

#### XII. COOPERATION

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 MSU. 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.

To the extent allowed by law, LAFD and UCLA shall have reasonable and timely access to the medical records, charts, applicable quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that neither LAFD nor UCLA shall be required to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege, under the Attorney Work-Product Privilege, or under section 5705 of Title 38, United States Code.

#### XIII GENERAL PROVISIONS

No Referral Contingency. The parties agree hereto that the benefits to each party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. The parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all

federal, state, and local laws, rules and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid (Medi-Cal). No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid (Medi-Cal). No party shall make or receive any payment that would be prohibited under state or federal law.

**Non-Exclusivity.** Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other entity on a limited or general basis.

**Third-Party Rights.** Nothing in this Agreement is intended to be construed, or be deemed to create, any right or remedies in any third party.

**Use of Name.** Neither party shall use the name, address, logo or other trademarks of the other on any promotional or advertising material, without the other party's prior written consent. LAFD acknowledges that California Education Code section 92000 prohibits the use of UCLA's names to suggest that UCLA endorses a product or service. LAFD will not use the names "University of California," "UCLA" or other similar references to UCLA or its facilities without the prior written approval of an authorized representative of UCLA.

**Medical Staff Privileges.** Nothing in this Agreement shall be construed to affect or interfere with the rules and regulations of the parties as they relate to medical staff membership privileges of physicians in said facilities.

**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.

**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.

**Governing Law.** This Agreement shall be governed in all respects by the laws of the State of California.

Regulatory Compliance. Both parties to this Agreement shall comply fully with all applicable provisions of federal and state law and other rules and regulations of any and all governmental authorities and accrediting agencies relating to the transfer of patients, including without limitation EMTALA, the Consolidated Omnibus Budget Reconciliation Act (42 U.S.C. Section 1395dd, also known as COBRA), California laws and regulations, and to the extent applicable to a party, the Commission on Accreditation of Medical Transport Systems ("CMTS"), and the Joint Commission.

No Assignment. Neither party may delegate its duties or assigns its rights hereunder either in whole or in part, without the prior written consent of the other party. Any delegation or assignment which does not have such consent shall be null and void

Notices. All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO LAFD:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, Room 1800  
Los Angeles, CA 90012

WITH COPY TO:

Marc Eckstein, MD, Medical Director  
Emergency Medical Services Bureau  
Los Angeles Fire Department  
200 North Main Street, Room 1860  
Los Angeles, CA 90012

TO UCLA:

UCLA Mobile Stroke Program  
200 UCLA Medical Plaza, Suite 202  
Los Angeles, California 90095  
Attention: Laura Yost

WITH COPY TO DEPARTMENT:

UCLA Stroke Center  
710 Westwood Plaza, Suite 4-126  
Los Angeles, CA 90095  
Attn: May Nour, MD

Force Majeure. No default, delay or failure to perform on the part of either party shall be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war, embargoes; fire; earthquake; acts of God; or default of a common carrier. However, both parties

shall make good faith efforts to perform under this Agreement in the event of any such circumstances. When such events have abated, the parties' respective obligations shall resume. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

**Authorized Signature.** The individuals signing below for their respective organizations have been authorized by these organizations to enter into and be bound by this Agreement on behalf of the organization.

**Entire Agreement.** This Agreement and the Attachments and Exhibits contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

**Amendments.** This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

"UCLA"

The Regents of the University of  
California, on behalf of the UCLA Health  
System

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

Name: Johnese Spisso

Title: President, UCLA Health

Date: 6/28/19

"LAFD"

City of Los Angeles, by and through its  
Los Angeles Fire Department

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

Name: Ralph M. Terrazas

Title: Fire Chief

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

APPROVED AS TO FORM:

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

Name: Michael N. Feuer

Title: City Attorney

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

ATTEST:

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

Name: Holly L. Wolcott

Title: City Clerk

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