



LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

February 12, 2020

BOARD OF FIRE COMMISSIONERS
FILE NO. 20-029

TO: Board of Fire Commissioners

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

SUBJECT: AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO PROVIDE AN AIR-MEDICAL CLINICAL CARE COORDINATOR

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 Withdrawn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 an Air-Medical Clinical Care Coordinator (AMCCC) to provide Trauma Air Transport Services. The Agreement covers the period from August 10, 2019 through August 9, 2021.

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

LAFD has contracted with UCLA for an AMCCC since 2012. As the functions of the AMCCC and the required skills necessary to perform the assigned duties are highly specialized, the City must continue to contract for these services. The term of the Agreement is for two years, from August 10, 2019 through August 9, 2021. The contract amount is not to exceed \$75,245.17 annually for the first year of service, and \$83,061.26 for the second year of service, subject to availability of funding from the County of Los Angeles, Measure B.

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.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute an Agreement with the Regents of the University of California, for an Air-Medical Clinical Care Coordinator from August 10, 2019 to August 9, 2021;
2. Authorize the Fire Chief sole discretion to execute amendments regarding any modifications, additions or exclusions during the two (2) year term of the Agreement; and
3. Transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

FISCAL IMPACT

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

Board report prepared by Charles R. Combs, Battalion Chief, Air Operations Section.

Attachment

AGREEMENT NO. _____

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

THIS AGREEMENT is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “CITY”), acting by and through the Los Angeles Fire Department, an Emergency Medical Services provider (hereinafter referred to as “LAFD”), and The Regents of the University of California, a Constitutional corporation, on behalf of the University of California Los Angeles, UCLA Center for Prehospital Care (hereinafter referred to as “UCLA”), with reference to the following:

WHEREAS, the LAFD desires an Air-Medical Clinical Care Coordinator (AMCCC) to be responsible for the development, presentation and/or oversight of all initial and recurrent continuing education (“CE”) training for air-medical crew members to achieve and maintain required competencies and accreditation; and

WHEREAS, UCLA employs educators (“UCLA Educators”) who can provide services of the AMCCC as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement in order to ensure that the LAFD remains in compliance with the Commission on Accreditation of Medical Transport Systems (CAMTS) established standards and guidelines; 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, 18th 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, 18th 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. REQUIREMENTS FOR SERVICES

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

1. The AMCCC will be assigned to the LAFD's Air Operations Section and will report to the Air Operations Section Commander. The AMCCC may receive position-specific oversight from both the LAFD Trauma Care Coordinator/EMS Division Commander and/or the LAFD Medical Director.
2. The AMCCC will organize and/or supply State and Local mandated continuing education and quality management for the LAFD personnel assigned as air-medical crewmembers, and will maintain required records of such. Education of air-medical personnel will include both on-going didactic and clinical experience corresponding to the scope of services provided, and may include direct field observations of patient care.
3. The AMCCC will interact with peers, officers, hospital staff, public safety personnel, law enforcement personnel and members of the public while carrying out his/her assigned duties.
4. The AMCCC will review required air-medical patient care reports for quality improvement functions, and assists in preparation of materials for required audits.
5. The AMCCC services shall be provided on dates and times mutually agreed upon between the LAFD and UCLA. Services shall include:
 - a. Continuing education, quality improvement and fly-along services divided between platoon shifts A, B, and C each month totaling up to forty-five (45) hours each month. The specific work schedule to be mutually agreed upon by both parties. The AMCCC will be the lead on all services under this Agreement.
 - b. Up to one (1) 4.5 administrative hours each month performing the tasks related to the services provided, including supporting work required for accreditation.
 - c. Up to an additional twenty (20) hours per year can be utilized in preparation for an audit.
 - d. Starting in 2021, deliver up to three (3) refresher training courses for up to eight (8) students in Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Prehospital Trauma Life Support (PHTLS) each year.
6. The Assistant to the AMCCC services shall be provided on dates and times mutually agreed upon between the LAFD and UCLA. Services shall include:
 - a. Continuing education, quality improvement and fly-along services divided between platoon shifts A, B, and C each month totaling up to twenty-four (24) hours each month. The specific work schedule to be mutually agreed

upon by both parties. The AMCCC will be the lead on all services under this Agreement.

- b. Up to an additional twenty (20) hours per year can be utilized in preparation for an audit.

C. SERVICES PROVIDED

The AMCCC will:

1. Prepare and present classroom lectures on air-medical subjects in accordance with State and Local CE requirements.
2. Schedule classes or clinical training and ensure that appropriate notifications are distributed to appropriate staff.
3. Maintain records documenting the certifications and skills required by the County of Los Angeles Department of Health Services (LADHS).
4. Prepare and submit documentation and reports as required by LADHS.
5. Maintain records of CE classes scheduled, members attending, and hours completed to assure compliance with State mandated requirements.
6. Represent the LAFD at meetings and conferences relative to Air-Medical operations.
7. Coordinate all patient care audit preparation and data to ensure compliance with LADHS policy and Commission on Accreditation of Medical Transport Systems (CAMTS) survey related to continuing education and quality improvement.
8. Recommend continuing education topics based on Total Quality Improvement results.
9. Review all electronic patient care reports within twenty-four (24) hours of the response when patient contact has been made.
10. Prepare reports and co-chair quarterly Quality Improvement meetings with the Medical Director/Bureau Commander.
11. Attend the Air Operations Safety meeting bi-monthly.
12. Develop, organize and coordinate Policy 418 8-hour certification class.

13. Fly along with rescue helicopter 114 and ride along with rescue ambulance 90 to observe patient assessment, radio communication and documentation and provide remediation if needed.

D. AMCCC QUALIFICATIONS

1. The AMCCC must have knowledge of the following:
 - a. Principles, practices, related equipment, and techniques of Air-Medical care as mandated by the State of California.
 - b. Classroom curriculum design and instruction.
 - c. Methods of preparing educational material for purposes of conducting training.
 - d. Use of presentation training aids (television/VCR/DVD combinations, overhead projectors, PowerPoint Presentations, internet, etc.) and EMS training aids (mannequins, medical equipment, etc.)
 - e. Computer software sufficient to maintain records of future training requirements and completed training.
 - f. Techniques of assessing learning needs.
 - g. The LAFD policies and practices that relate to Air-Medical service.
2. The AMCCC must possess the ability to:
 - a. Create effective oral presentations for individuals and groups.
 - b. Work cooperatively and effectively with the LAFD members and associated healthcare professionals.
 - c. Prepare clear and concise written reports, memorandums, letters and other written materials.
 - d. Organize and develop effective training programs.
 - e. Keep records related to training activities.
3. The Primary AMCCC must meet the following requirements:
 - a. Possession of a valid license issued by the State of California as a Physician or Registered Nurse, with one (1) year experience on an Air-Medical unit responding to on-scene incidents, and/or critical care transports.

- b. Three (3) years of experience in-hospital critical care.
 - c. Two (2) years of experience presenting EMS education.
 - d. Accreditation by the LADHS (Mobile Intensive Care Nurse, Paramedic) – Obtainable within first year of employment.
 - e. Familiarity with local, county, state and federal regulations on air ambulance requirements (including LADHS Ref. 418, Ref. 514, Ref. 515, Ref. 518, Ref. 520, and Ref. 706; Federal Aviation Administration (FAA), Federal Communications Commission (FCC) and CAMTS).
 - f. Possession of a valid State of California driver's license.
 - g. Effective January 1, 2021, must possess an instructor certification for Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Prehospital Trauma Life Support (PHTLS).
4. The Assistant to the AMCCC must meet the following requirements:
- a. Possession of a valid license issued by the State of California as a Physician or Registered Nurse, with one (1) year of experience on an Air-Medical unit responding to on-scene incidents, and/or critical care transports; or possession of a valid license issued by the State of California as a Nationally Registered Paramedic, with two (2) years of experience on an Air-Medical unit responding to on-scene incidents, and/or critical care transports.
 - b. Three (3) years of experience in prehospital care.
 - c. Two (2) years of experience presenting EMS education.
 - d. Accreditation by the Los Angeles County Department of Health Services (MICN, PM) – Obtainable within first year of employment.
 - e. Familiarity with local, county, state and federal regulations on air ambulance requirements (including Los Angeles County Department of Health Services Ref. 418, Ref. 514, Ref. 515, Ref. 518, Ref. 520, and Ref. 706; FAA, FCC and CAMTS).
 - f. Possession of a valid California driver's license.

E. LAFD's RIGHTS AND RESPONSIBILITIES

1. LAFD will guarantee payment of fees for services provided by the AMCCC not to exceed Seventy-Five Thousand Two Hundred Forty-Five Dollars and Seventeen Cents (\$75,245.17) for the first year of service, Eighty-Three Thousand and Sixty-One Dollars and Twenty-Six Cents (\$83,061.26) for the second year of service.
2. The LAFD shall provide a classroom with audio-visual equipment sufficient to provide quality instruction and an appropriate learning environment, a desk with secure file storage, and access to training equipment and supplies for the purposes of instruction.
3. The LAFD will designate a person responsible for quality improvement services to receive the information provided under this Agreement.
4. The LAFD shall provide and maintain a LADHS Emergency Medical Services Agency Continuing Education provider number to award continuing education credit for the services provided under this Agreement.
5. The LAFD understands and accepts the responsibility for the clinical activities and care provided by its employees and agents for the implementation of AMCCC services under this Agreement.
6. The LAFD agrees that it will not solicit UCLA Educator(s) for employment at the LAFD during the term of the agreement and for twelve (12) months after completion of the agreement.

F. JOINT RESPONSIBILITIES

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

G. TERM

1. Term

The term of this Agreement will be effective August 10, 2019 and will terminate on August 9, 2021, 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 terms and conditions of this Agreement, those services are hereby ratified by the LAFD.

H. TERMINATION

1. Termination for Convenience

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

2. Termination for Breach

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

3. Payment on Termination

UCLA will provide the LAFD with a final invoice for sums due UCLA within thirty (30) days of the date this Agreement terminates under this section. The LAFD will pay UCLA for allowable sums included in the final invoice within thirty (30) days of receipt. To the extent that the LAFD paid for services in advance, UCLA shall retain payment based on a pro rata calculation of the amounts owed for the services provided up to termination. UCLA shall refund the remainder of the advance payment to the LAFD.

I. PAYMENT

1. Payment for Services

The cost of the services is not to exceed Seventy-Five Thousand Two Hundred Forty-Five Dollars and Seventeen Cents (\$75,245.17) annually for the first year of this Agreement. UCLA shall send an itemized monthly invoice in the amount of \$6,270.43 in the first year of service.

The cost of the services is not to exceed Eighty-Three Thousand and Sixty-One Dollars and Twenty-Six Cents (\$83,061.26) for the second year of service of this Agreement. UCLA shall send an itemized monthly invoice in the amount of \$6,921.77 in the second year of service.

Invoices will include the contract number, billing period, description of services performed and any other documentation or information

substantiating the request for payment. The LAFD will make payment within thirty (30) days of receipt of the invoice.

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

LAFD Air Operations
16617 Arminta Street
Van Nuys, CA 91406
Attn: Assistant Section Commander

Copy To:

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

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

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

J. 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 J.1.a, J.1.b, and J.1.c above will not in any way limit the liability of the LAFD; and
- g. The coverages referred to under Sections J.1.a, and J.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 J.2.a, J.2.b, and J.2.c above will not in any way limit the liability of UCLA; and
 - g. The coverages referred to under Sections J.2.a and J.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.

K. COOPERATION IN DISPOSITION OF CLAIMS

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

Evidence Code, under the Attorney-Client Privilege, or under the Attorney Work-Product Privilege, or records that are protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

L. 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.

M. 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.

N. USE OF NAME

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

O. 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.

P. 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.

Q. 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 fourteen (14) pages and one (1) attachment, which constitute the entire understanding and Agreement of the parties.

{SIGNATURE PAGE FOLLOWS}

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

**For: UCLA, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF UCLA CENTER FOR PREHOSPITAL CARE**

DATE: _____

By: _____

ANJA PAARDEKOOPE
Senior Associate Dean
Finance & Administration
David Geffen SoM

For: THE CITY OF LOS ANGELES

DATE: _____

By: _____

RALPH M. TERRAZAS
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

ATTEST:

HOLLY L. WOLCOTT
City Clerk

By: _____

SAMUEL PETTY
Deputy City Attorney

By: _____

Deputy City Clerk

DATE: _____

DATE: _____

ATTACHMENT A

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