



# LOS ANGELES FIRE DEPARTMENT

KRISTIN M. CROWLEY  
FIRE CHIEF

July 15, 2022

BOARD OF FIRE COMMISSIONERS  
FILE NO. 22-070

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: SECOND AMENDMENT TO AGREEMENT C-137119 WITH SEAN D. HIGGS FOR CERTIFIED ATHLETIC TRAINER SERVICES

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 Withdrawn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

## SUMMARY

On December 5, 2018, the City Council approved the recommendation of the Innovation and Performance Commission for a \$350,000 Innovation Grant to the Los Angeles Fire Department (LAFD) to implement the Early Intervention Treatment Pilot Program (C.F. 18-1053). The grant funded a Captain I, Management Analyst and contractual services for a Certified Athletic Trainer. The pilot program has provided treatment to firefighters with minor aches and pains before they become more serious, with the goal of avoiding minor medical issues before they become Workers' Compensation claims. Traditionally, 80 percent of LAFD's Workers' Compensation claims are related to soft tissue injuries. Many of these claims are caused by firefighters performing job-related functions that lead to minor aches and pains that, over time, become more serious as a result of overexertion.

On October 13, 2020, following a competitive process, the LAFD entered into a one-year Agreement with Sean D. Higgs for certified athletic trainer services in order to assist the LAFD with the development and implementation of the pilot program. The term of the Agreement is from October 13, 2020 through October 12, 2021, for an amount not to exceed \$100,000.

On November 19, 2021, a First Amendment was executed to extend the contract term by one year, from October 13, 2020 through October 12, 2022, and increase the contract amount by \$100,000, for a total maximum amount not to exceed \$200,000.

With the assistance of Mr. Higgs, the LAFD's Injury Prevention Unit (IPU) began operation on October 13, 2020. Mr. Higgs' unique combination of education and background in athletic training, physical therapy and athletic performance, as well as his experience in working with first responders, has enabled the IPU to make major strides towards meeting the initial goals of the Early Symptom Intervention pilot program. Additionally, he has expanded the program to develop new strategies to increase the performance and injury resistance of LAFD members.



Mr. Higgs has been providing the following three tiers of service in the IPU:

- 1) Injury Prevention – Functional Movement Screen (FMS) testing in order to provide corrective movement exercises to reduce the chance of deficient movements developing into injuries. The FMS screen is now performed on recruit candidates during the Pre-Investigative Questionnaire process, as well as during the recruit orientation, in order to allow them to effectively address any concerns prior to starting the recruit academy, with the intent of increasing retention rates.
- 2) Early Symptom Intervention – Treatment of minor injuries before they manifest into chronic or significant injuries in order to decrease the possibility of Workers' Compensation claims.
- 3) Work Hardening/Return to Duty – Providing specific therapy and exercise programs for those who have been off duty for more than six months due to an injury, and are transitioning back to full duty status, in order to reduce the chance of reinjury. Mr. Higgs has successfully integrated himself into the Return to Work process to increase the job readiness for members returning from long term injuries, as well as those recovering from COVID.

Since the inception of the program, the IPU has recorded over 1,885 contacts with LAFD members and recruits. These contacts include the management of 694 initial injury assessments and 446 follow up appointments. The IPU has seen an increase in participation and activity in the calendar year 2022 due to the introduction of a telehealth program and the increase in Drill Tower classes. Over 50% of the injuries incurred by LAFD members involve the back and the shoulders. Through Mr. Higgs' expertise in the public safety and athletic areas, the IPU has developed exercise programs and treatments to address those injuries and to prevent the development of more serious injuries.

The IPU continues to sponsor the customizable orthotics program initially developed with assistance from the Mayor's Innovation Grant and the Los Angeles Fire Department Foundation. Over 500 pairs of orthotics have been distributed to drill tower recruits, and, due to the pace of the truncated drill tower schedule, they have been an invaluable tool in limiting chronic low body injuries typically seen in the academy setting. The survey data has been overwhelmingly positive, with the recruits being given orthotics for both their work boots and turnout boots, thus putting their ankles in the anatomically correct position.

Additionally, Mr. Higgs has developed the fitness and recovery exercises for the Wodify app that is being used by the Candidate Assistance Program which prepares them for the rigors of the drill tower. This fitness and gym management platform app will eventually allow the IPU to organize and distribute fitness and recovery videos and programs to all LAFD members. The IPU continues to develop educational content for distribution on the LAFD media platforms.

Furthermore, as a way to increase awareness of wellness and injury prevention strategies specific to firefighters, the IPU, in consultation with Mr. Higgs, has designed the continuing education requirement under the Wellness Program in the Memorandum of



Understandings between the City of Los Angeles and the Los Angeles Fire Department Chief Officers Association (MOU #22) and the United Firefighters of Los Angeles City (MOU #23). Members who successfully complete the requirements will qualify for a Wellness Premium.

In order to continue to fully assess the long-term effectiveness of the Early Intervention Treatment Pilot Program and its impact on Workers' Compensation claims, further data is required. The IPU has developed a relationship with the athletic training staff at the California State University, Long Beach (CSULB) in order to analyze injury trends specific to recruit retention rates. The staff at CSULB is working with the Risk Management Section to determine the correlation between an injury prevention program and a decline in workplace lost days. In order to continue the development of this valuable program, it is critical that the Agreement with Mr. Higgs be extended in order to allow for more sufficient time to ascertain the complete benefit of the pilot program, and to develop new strategies in health and wellness in accordance with the Everyone Goes Home Initiative whose goal is to prevent firefighter line-of-duty deaths and injuries.

This Second Amendment will extend the contract term by one year from October 13, 2020 through October 12, 2023, and increase the compensation by \$100,000, for a total maximum amount of \$300,000.

The Second Amendment has been reviewed and approved by the City Attorney as to legal form.

### **RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Second Amendment to Agreement C-137119 between the City and Sean D. Higgs to extend the term to provide certified athletic trainer services for one year, from October 13, 2020 through October 12, 2023, and to increase the compensation by \$100,000, for a total maximum amount not to exceed \$300,000, during the term of the Agreement.
2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

### **FISCAL IMPACT**

Funding is available through the General Fund 100/38, Contractual Services Account 003040, Early Intervention Treatment Program, Certified Athletic Trainer, as approved in the FY 22-23 Adopted Budget.

Board Report prepared by Brian Hammond, Fire Captain I, Risk Management Section, Injury Prevention Unit.

Attachment



**SECOND AMENDMENT TO AGREEMENT TO AGREEMENT NO. C-137119  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SEAN D. HIGGS  
FOR  
CERTIFIED ATHLETIC TRAINER SERVICES**

**THIS SECOND AMENDMENT** to Agreement No. C-137119 (hereinafter referred to as "Agreement") is made and 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 (hereinafter referred to as "Department" or "LAFD"), and Sean D. Higgs, an individual (hereinafter referred to as "Contractor"), with reference to the following:

**WHEREAS**, the LAFD desired to develop and implement a pilot program called the Early Intervention Treatment Program (hereinafter referred to as "Program") that is aimed at providing treatment to firefighters for minor aches and pains before these medical issues become more serious, and result in workers compensation claims (Council File 18-1053); and

**WHEREAS**, in order to establish the Program, the LAFD required the services of a contractor who specializes in early symptom treatment intervention; and

**WHEREAS**, the City performed its Charter Section 1022 evaluation and determined that City employees do not have the expertise to perform the work of a certified athletic trainer to assist with the development and implementation of the Program; and

**WHEREAS**, on July 19, 2019, the LAFD issued a Request for Proposals (RFP) seeking a qualified certified athletic trainer to assist in the development and implementation of the one-year pilot Program; and

**WHEREAS**, the Contractor submitted a proposal in response to the RFP, and the LAFD determined that the Contractor possesses the qualifications and experience necessary to provide the services requested in that he received the highest score out of the eleven proposals that were evaluated; and

**WHEREAS**, the parties entered into an Agreement No. C-137119, from October 13, 2020 through October 12, 2021, for certified athletic trainer services; and

**WHEREAS**, on November 19, 2021, the parties entered into a First Amendment to Agreement No. C-137119, to extend the term for one (1) year, from October 13, 2020 through October 12, 2021, and increase the compensation amount by \$100,000 to a maximum compensation not to exceed \$200,000; and



**WHEREAS**, the parties now desire in this Second Amendment to extend the term of Agreement No. C-137119 for one (1) year, from October 13, 2020 through October 12, 2023, and increase the compensation amount by \$100,000 to a maximum compensation not to exceed \$300,000, in order to continue to evaluate the success of the Program.

**NOW, THEREFORE**, in consideration of the premises, representations, covenants and agreements provided below, the parties agree as follows:

- 1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES, Sub-section 1.2**  
**Representatives of the Parties and Service of Notices, Sub-section 1.2.1** is hereby partially amended to read as follows, and all other provisions under this Sub-section shall remain unchanged:

Kristin M. Crowley, Fire Chief  
Los Angeles Fire Department  
200 N. Main St., Room 1800  
Los Angeles, CA 90012

- 2. TERM OF THE AGREEMENT, Sub-section 2.1** is hereby amended in its entirety to read as follows;

The term of this Agreement shall commence on October 13, 2020, and shall end on October 12, 2023, unless otherwise terminated earlier as provided in this Agreement.

### **3. ORDER OF PRECEDENCE**

In the event of an inconsistency between any of the provisions of this Second Amendment to Agreement No. C-137119 and/or all prior amendments or exhibits/attachments, the inconsistency shall be resolved by giving the previous amendments and/or exhibits/attachments precedence in the following order:

- 1) Second Amendment to Agreement No. C-137119
- 2) First Amendment to Agreement No. C-137119
- 3) Original Agreement No. C-137119
- 4) Exhibit B – Standard Provisions for City Contracts (Rev. 10/21)[v.4]
- 5) Exhibit C – Business Associate Agreement
- 6) Any other exhibit or attachment in the order in which they are attached

### **4. COUNTERPARTS/NUMBER OF PAGES**

This Second Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or



signatures scanned into .pdf (or signatures in another electronic format designated by the City) and sent by e-mail shall be deemed original signatures. This Second Amendment includes four (4) pages.

5. Except as amended by the First through the Second Amendments, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect. The Original Agreement is hereby incorporated by reference in its entirety into this Second Amendment.

[SIGNATURE PAGE FOLLOWS]



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

**THE CITY OF LOS ANGELES**

**SEAN D. HIGGS**

By: \_\_\_\_\_  
Kristin M. Crowley  
Fire Chief

By: \_\_\_\_\_  
Sean D. Higgs

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

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

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

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

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

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

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

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

City Agreement Number: C-137119-2