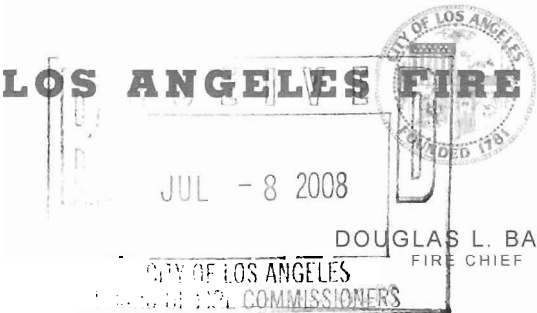


JUL 15 2008

LOS ANGELES FIRE DEPARTMENT



July 8, 2008

BOARD OF FIRE COMMISSIONERS FILE NO. <u>08-101</u>

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief *DLB*

SUBJECT: RENEWAL OF THE AFFILIATION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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 Withdrawn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

Recommendations: That the Board:

1. Approve the attached proposed three (3)-year term Affiliation Agreement draft with The Regents of the University of California on behalf of the UCLA –Daniel Freeman Paramedic Education Program in which the Department agrees to provide field internship training to UCLA students enrolled in the UCLA Emergency Medical Technician-Paramedic (EMT-P) training program.
2. Direct the Commission Executive II to forward this Agreement draft to the Mayor for review and approval, in accordance with Executive Directive Number 3.

Summary:

The Department seeks renewal of its Affiliation Agreement with the Regents of the University of California on behalf of the University of California ("UCLA"), UCLA Center for Pre-hospital Care-Daniel Freeman Hospital Paramedic Education Program ("PROGRAM"). Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached Agreement draft with UCLA.

The original Agreement took effect January 29, 2004 and had a three-year term. A successor Agreement with a three-year term was not negotiated until now and is hereby attached. Pursuant to this Agreement, the Department is a pre-hospital care provider that provides required field internship training to UCLA students enrolled in the University's EMT-P training program.

Administration of this Agreement is revenue neutral, as on-duty Department Paramedics will supervise the training of the students in the field. The Emergency Medical Services (EMS) Liaison Officer, assigned to the Bureau of Emergency Services (BES), will coordinate assignments and provide liaison with UCLA. Over the past five years, the Department has

provided internships to an average of 60 UCLA students annually. National EMT-P training accreditation standards enacted in 2004 require a written affiliation agreement between the academic institution and the pre-hospital care provider.

Three accredited institutions provide EMT-P training in Los Angeles County: UCLA/Daniel Freeman Memorial Hospital, El Camino Community College District/Paramedic Training Institute (PTI), and Mount San Antonio Community College District (Mt.SAC). The State of California EMS Authority requires as part of EMT-P training, that trainees must complete a 480-hour field internship with a primary 911-service provider.

The Department is the largest approved pre-hospital care provider in Los Angeles County and has recognized a special long-term obligation to support EMT-P training in the region. The LAFD currently provides on an annual basis, 60 internships to UCLA students, 60 internships to PTI students and 18 internships to Mt. SAC students. The Department has provided field internships to PTI for 35 years, UCLA for 27 years and Mt. SAC for 16 years.

The Department has an interest in supporting EMT-P training programs, which creates a larger pool of regionally trained Paramedics available for Department recruitment.

The number of field internships available to UCLA students is based on the availability of internship assignments on Department paramedic rescue ambulance resources.

The proposed Affiliation Agreement Draft has been reviewed and approved as to legal form by the City Attorney. The Risk Management Section of the CAO has reviewed the document and set insurance requirements and the Department has complied with all other City procedures, laws and policies applicable to the execution of the proposed Affiliation Agreement. This proposed Affiliation Agreement with a governmental entity does not need City Council review and approval per City Charter Section 373.

Fiscal Impact:

As previously noted, the administration of this proposed Agreement is revenue neutral as on-duty Department Firefighter/Paramedics will supervise the training of UCLA students in the field.

Conclusion:

Approval of the proposed Affiliation Agreement will renew the compliance of UCLA's EMT-P training program with national EMT-P training accreditation standards at no additional cost to the City of Los Angeles. Additionally, approval will maintain a larger pool of regionally trained Paramedics available for Department recruitment.

Board Report prepared by Michael Portnoff, Management Analyst I, In -Service Training Section

UCLA-LAFD AFFILIATION AGREEMENT

AFFILIATION AGREEMENT NO. _____
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND THE
LOS ANGELES FIRE DEPARTMENT
Draft 5-14-08

THIS AGREEMENT is entered into by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, UCLA Center for Prehospital Care – Daniel Freeman Hospital Paramedic Education Program (“UCLA”) and the City of Los Angeles through its Fire Department, a municipal corporation and an emergency medical services provider (“LAFD”), with reference to the following facts:

1. UCLA conducts training and instruction programs for students leading to certification and licensure as Emergency Medical Technician (“EMT”)-Paramedics (collectively referred to as “TRAINEES”) and desires access to opportunities in which TRAINEES can obtain broader clinical learning experiences; and
2. Licensing and certification rules and regulations for EMT-Paramedics as established by the California Code of Regulations (CCR), Title 22, requires TRAINEES to complete a course of study that includes a clinical experience in a field internship setting; and
3. Such training requires a 480-hour internship for TRAINEES to obtain broader clinical learning experiences in a location providing primary 9-1-1 service; and
4. LAFD maintains facilities which can be used to furnish clinical experience to TRAINEES and is an approved emergency medical services provider, and LAFD desires to have their facilities used as a Field Internship site; and
5. LAFD has personnel that it wishes to have trained at UCLA and reserves POSITIONS as necessary, if available, in UCLA’s paramedic-training program; and

NOW, THEREFORE, it is agreed as follows:

A. RESPONSIBILITIES OF UCLA

UCLA agrees that it will:

1. Establish the educational goals and objectives of the TRAINEES’ education program in a manner consistent with the standards and requirements established by the applicable law, including but not limited to 22 CCR § 100148 et. seq. and the standards of applicable regulatory agencies.

UCLA-LAFD AFFILIATION AGREEMENT

2. Designate a member of UCLA'S staff to provide coordination, oversight and direction of TRAINEE'S educational activities and assignments during the field internship with LAFD. Such person shall be the Training Coordinator and shall also act as liaison with LAFD.
3. Ensure that each TRAINEE has a pre-assignment health assessment, which includes a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of Measles Mumps and Rubella vaccination, and proof of negative Tuberculosis test.
4. Educate TRAINEES regarding compliance with all required OSHA Regulations including, but not limited to, Blood borne Pathogen Standards. Additionally, provide TRAINEES the necessary education and training to ensure TRAINEES compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
5. Furnish each TRAINEE with a clinical experience manual or materials that describe the goals, policies, and procedures of the UCLA training program. LAFD shall have the opportunity to review and comment on these materials before they are furnished to the TRAINEE.
6. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES including, where appropriate, input from LAFD.
7. Maintain records and reports concerning the education of TRAINEES, which shall include the TRAINEES' licensure/certification, pre-assignment health assessment record, and history of immunizations.
8. Require assigned TRAINEES to comply with LAFD's applicable policies, procedures and guidelines, applicable state and federal laws, including those concerning the confidentiality of patient care and patient care records as required by HIPAA.
9. Require TRAINEES to have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.
10. Inform LAFD and its Program Coordinator immediately upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
11. Inform LAFD and its Program Coordinator within five business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.

UCLA-LAFD AFFILIATION AGREEMENT

12. Inform LAFD and its Program Coordinator prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE has been named or in which a settlement is being proposed on their behalf.

B. RESPONSIBILITIES OF LAFD

LAFD agrees to:

1. To the extent that staff and equipment are available, LAFD will meet the educational goals and objectives of UCLA in a manner consistent with the standards and requirements established by UCLA and the applicable law, including but not limited to sections 22 CCR § 100148 and 22 CCR § 100149. If LAFD cannot meet the goals and objectives, LAFD will notify UCLA and work with UCLA on a mutually agreeable resolution.
2. Assign each TRAINEE a preceptor with appropriate training and experience to supervise the TRAINEE during each clinical assignment. A preceptor is a State and Los Angeles County licensed Paramedic certified by the Los Angeles County Department of Health Services to instruct Paramedic Trainees in the field. The preceptor will monitor the TRAINEE'S progress and evaluate the TRAINEE at the end of each shift on forms provided by UCLA.
3. Designate, after consultation with UCLA, a person to coordinate TRAINEES' schedules and activities while working with LAFD. Such person shall be the Program Coordinator and shall act as liaison with UCLA. The name of LAFD'S Program Coordinator shall be provided to UCLA'S Program Director.
4. Implement schedules for TRAINEES in conjunction with the Training Coordinator and in accordance with UCLA'S educational goals and objectives. LAFD shall determine the number of TRAINEES permitted to rotate through the field internship. LAFD ensures that TRAINEES are provided appropriate supervision. TRAINEES will not be used to replace staff of LAFD, and LAFD is ultimately responsible for patient care.
5. Provide each TRAINEE with a brief orientation of the clinical area where TRAINEE will be working, and information about LAFD'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.
6. Provide instruction in LAFD'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in LAFD'S protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.

UCLA-LAFD AFFILIATION AGREEMENT

7. Provide first-aid to paramedic TRAINEES needing such care, but is not obligated to furnish any other medical or surgical services to any TRAINEE. In accordance with applicable laws and UCLA policies, the LAFD may, upon request, require that the UCLA or TRAINEE'S employer clear any TRAINEE returning from an absence caused by illness or injury.
8. Access to LAFD'S applicable reference materials.
9. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and DHS requirements. LAFD shall notify UCLA within five days of receipt of notice that LAFD is not in compliance with any such laws, regulations, or DHS requirements.
10. Permit inspection of its clinical and related facilities by UCLA and its Program Director or other Program faculty and staff to evaluate TRAINEE performance.
11. Inform UCLA and its Program Training Coordinator upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
12. Inform UCLA and its Training Coordinator within five business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.
13. Inform UCLA prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE has been named or in which a settlement is being proposed on their behalf.
14. The LAFD retains ultimate control and responsibility for supervision of patient care.
15. LAFD may, at any time, recommend the discontinuance of the assignment of a particular TRAINEE. UCLA will make every effort to promptly comply with such request. If UCLA disagrees with LAFD'S request to discontinue a particular TRAINEE'S assignment, the TRAINEE shall not participate at LAFD'S location until UCLA and LAFD representatives have met to discuss LAFD'S request and the basis therefore.

C. DISCRIMINATION-PROHIBITION

UCLA and LAFD agree not to discriminate in the selection, acceptance, or evaluation of any TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law.

UCLA-LAFD AFFILIATION AGREEMENT

D. TERM

The term of this Agreement shall become effective upon execution of this Agreement by all parties hereto, and will expire thirty-six (36) months thereafter, unless terminated or extended earlier by either party in accordance with this Agreement.

E. TERMINATION

This Agreement may be terminated with or without cause at any time by either party upon (30) days prior written notice to the other party or upon completion of the TRAINEES' clinical assignment, whichever is greater.

F. INDEMNIFICATION AND INSURANCE

The parties agree to provide the 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 a, b, and c above will not in any way limit the liability of the LAFD.

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

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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 City, 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.

G. COOPERATION IN DISPOSITION OF CLAIMS

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. UCLA shall be responsible for discipline of TRAINEES in accordance with UCLA'S applicable policies and procedures. Any documents submitted under this section will be submitted in accordance with applicable law. To the extent allowed by law, 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 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 HIPAA.

H. PATIENT RECORDS

Any and all of LAFD'S medical records and charts created at LAFD'S facilities as a result of performance under this Agreement shall be and shall remain the property of LAFD.

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I. INTERRUPTION OF SERVICE

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior to written notice to the other party.

J. ASSIGNMENT

Neither LAFD nor UCLA shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

K. 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.

L. 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.

M. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

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

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O. STANDARD CONTRACT PROVISIONS

1. **Notice.** Any notice required to be given to either Party is deemed to have been given and to be effective on the date of delivery if delivered in person, or five days after mailing if mailed by first-class certified mail, postage paid, to the respective addresses given below:

UCLA:

Todd LeGassick
Managing Director
UCLA Center for Prehospital Care
10990 Wilshire Blvd., Suite 1450
Los Angeles, CA 90024

With a copy to:

UCLA Medical Center Legal Affairs
10920 Wilshire Blvd., Suite 420
Los Angeles, CA 90024

LAFD:

Douglas Barry, Fire Chief
Los Angeles Fire Department
CHE, Room No. 1800
200 N. Main Street
Los Angeles, CA 90012

With a copy to:

A.P. Fox, Deputy Chief
Los Angeles Fire Department
CHE, Room No. 1660
200 N. Main Street
Los Angeles, CA 90012

2. **Construction of Provisions and Titles Herein.** All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the LAFD or UCLA. The word "UCLA" or "LAFD" herein and in any amendments hereto includes the party or parties identified in the Contract, wherein this Section is incorporated by reference; the singular shall include the plural; and use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

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3. **Applicable Law, Interpretation and Enforcement.** Each party's performance hereunder will comply with all applicable laws of the United States of America, the State of California, and the **CITY** (to the extent applicable to a governmental entity and in accordance with this Agreement as noted herein) including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract will be enforced and interpreted under the laws of the State of California. UCLA will comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract will not be affected thereby.

4. **Integrated Contract.** This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph M.
5. **Independent CONTRACTOR/CONSULTANT.** This agreement is not construed as creating a partnership, joint venture, employment or agency relationship between the parties. UCLA 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 the CITY.
6. **Prohibition Against Assignment or Delegation.** Neither party may:
- a. Assign or otherwise alienate any of its rights hereunder, including the right to payment without written permission of the other party; or
 - b. Delegate, subcontract, or otherwise transfer any of its duties hereunder without written permission of the other party.
7. **Permits.** UCLA and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for UCLA'S performance hereunder and shall pay any fees required therefore. UCLA certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

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8. **Americans with Disabilities Act.** UCLA and LAFD agree to comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., (ADA) and its implementing regulations. Any subcontract entered into by UCLA, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.
9. **Retention of Records, Audit and Reports.** UCLA will maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the LAFD. These records will be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records are subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during normal business hours, with reasonable notice to UCLA, during the terms of this contract or within the three years following the final payment made by the CITY hereunder or the termination date of this Contract, whichever occurs last. UCLA will provide any reports requested by the CITY regarding performance of this Contract.
10. **Separation of Church and State.** UCLA agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. UCLA further agrees that it will not perform or permit the performance of religious activities in connection with this Contract and will not discriminate against any person applying for services provided under this Contract on the basis of religion.
11. **Political Activity and Lobbying Prohibited.** None of the funds furnished by the LAFD hereunder will be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.
12. **No Third Party Beneficiaries.** The parties intend none of the provisions contained in this Agreement, nor will they be deemed, to confer any benefit on any person not a Party to this Agreement.
13. **Ratification.** Because UCLA's services must be provided continuously on an ongoing basis, UCLA may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified by LAFD.

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P. CITY CONTRACTING ORDINANCES

1. **Child Support Assignment Orders.** This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10, of the Los Angeles Administrative Code, to the extent that it does not exceed the requirements imposed by State or Federal laws regarding child support. Pursuant to this Ordinance, UCLA certifies that it will:
 - a. Fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders;
 - b. Fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and
 - c. Maintain such compliance throughout the terms of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of UCLA to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of UCLA to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by UCLA under the terms of this Contract, subjecting this Contract to termination where such failure shall continue more than ninety (90) days after notice of such failure to UCLA by LAFD.

Any subcontract entered into by UCLA relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of UCLA to obtain compliance of its subcontractors shall constitute a default by UCLA under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to UCLA by the LAFD.

UCLA shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. UCLA assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

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2. **Exemptions.** UCLA has obtained the appropriate exemptions for the following Standard Contract Provisions set forth in Section P.2 of this Agreement: Section P.2(a) (CITY Business Tax Ordinance – Exhibit A); Section P.2(b) (Living Wage Ordinance – Exhibit B); Section P.2(c) (Equal Benefits Ordinance – Exhibit C); and Section P.2(d) (Slavery Disclosure Ordinance – Exhibit D). The exemptions are attached hereto in Exhibits A through D. UCLA is exempt from the contractual obligations set forth in section P.2 of this Agreement based on these exemptions.
- a. **Current Los Angeles City Business Tax Registration Certificate.**
UCLA represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, UCLA shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.
- b. **Living Wage Ordinance and Service Contractor Worker Retention Ordinance.**
- i. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
- (a) UCLA assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- (b) UCLA further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. UCLA shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. UCLA shall deliver the executed pledges from each such subcontractor to the LAFD within ninety days of the execution of the subcontract. UCLA'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of UCLA with respect to such pledges and fully discharge the obligation of the UCLA to comply with the provision in the

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LWO contained in Section 10.37.6c concerning compliance with such federal law.

- (c) UCLA, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the LAFD with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. UCLA shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 - (d) Any subcontract entered into by UCLA relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
 - (e) UCLA shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- ii. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject UCLA has violated provisions of either the LWO or the SCWRO or both.
 - iii. Where under the LWO Section 10.37. 6 (d), the designated administrative agency has determined:
 - (a) That UCLA is in violation of the LWO in having failed to pay some or all of the living wage, and

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- (b) That such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due UCLA in accordance with the following procedures. Impoundment shall mean that from monies due UCLA, the awarding authority may deduct the amount determined to be due and owing by UCLA to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether UCLA is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. UCLA may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

- c. **Equal Benefits Ordinance.** Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provision of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
 - i. During the performance of the Contract, UCLA certifies and represents that UCLA will comply with the EBO. UCLA agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the LAFD, UCLA will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Office of the Bureau of Contract Administration, Equal Employment Opportunities Enforcement Section at (213) 847-1922.”

UCLA-LAFD AFFILIATION AGREEMENT

- ii. The failure of UCLA to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
 - iii. If UCLA fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
 - iv. Failure to comply with the EBO may be used as evidence against UCLA in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
 - v. If the CITY determines that UCLA has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the LAFD. Violation of this provision may be used as evidence against UCLA in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- d. **Slavery Disclosure Ordinance.** Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. UCLA certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

Q. **Number of Pages and Attachments.** This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes twenty-two (22) pages that constitute the entire understanding and agreement of the parties.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

UCLA-LAFD AFFILIATION AGREEMENT

IN WITNESS THEREOF, the parties hereto have executed this Agreement on *the dates indicated.*

DATE: _____

UCLA, THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
On behalf of the UCLA
Center for Prehospital Care

DATE: _____

THE CITY OF LOS ANGELES

By: _____
DOUGLAS BARRY
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

KAREN E. KALFAYAN, City Clerk

By: _____
LAUREL L. LIGHTNER
Assistant City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Contract No. _____

UCLA-LAFD AFFILIATION AGREEMENT

Exhibit A

Page 1

Business Tax Exemption

EXHIBIT A

CITY OF LOS ANGELES TENANTS AND CONTRACTORS TAX REGISTRATION APPLICATION

In order to comply with the required tax registration procedures, please complete the following information:

LEGAL NAME OF OWNER: The Regents of the University of California on behalf of the UCLA Center for Prehospital Care

BUSINESS NAME: (Individual, Partnership, or Corporation) The Regents of the University of California on behalf of the UCLA Center for Prehospital care (DBA or Fictitious Name of Business)

BUSINESS ADDRESS: 10990 Wilshire Blvd., Suite 1450, Los Angeles, CA 90024 (Do Not Use a P.O. Box) Residential Non-residential

MAILING ADDRESS: 10990 Wilshire Blvd., Suite 1450, Los Angeles, CA 90024

C/O: Todd LeGassick

DESCRIPTION OF BUSINESS: University of California

BUSINESS START DATE WITHIN THE CITY OF LOS ANGELES: MONTH DAY YEAR

*EXPIRATION DATE OF CONTRACT/LEASE: Month/Day/Year

*Please provide the current or pending expiration date of your contract or lease. If unavailable, provide the date when the contract or lease is executed.

Please circle the exhibit(s) you are submitting with EXHIBIT A:

B C D E F G H I J K

SOCIAL SECURITY NUMBER (SSN), if there ARE NO business related employees:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN), if there ARE business related employees:

OR

956006143W

SSN

FEIN

NOTE: SSN/FEIN is confidential, not part of the public record.

Print Name: J. Thomas Rosenthal

Signature: [Handwritten Signature] Title: Assoc. Vice Chancellor

Daytime Telephone: (310) 825-4686 Date: 12/20/07

Return this application and the applicable exhibits to the Office of Finance, Tax Exemption Unit, 200 N. Spring St, Room 101, Los Angeles, California 90012.

UCLA-LAFD AFFILIATION AGREEMENT

Exhibit A

Page 2

Business Tax Exemption

EXHIBIT I

CERTIFICATION OF EXEMPTION CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

1. Banks
2. Insurers - Insurance related activities which "In Lieu" taxes are paid to the State of California
3. Foreign governments - Agencies exempt from Domestic Taxation by Treaty, International Law or Custom
4. United States Government and Agencies
5. State of California
6. University of California
7. California State Universities and Colleges
8. Community Redevelopment Agency of the City of Los Angeles
9. Housing Authority of the City of Los Angeles
10. County of Los Angeles
11. Los Angeles Convention and Exhibition Center
12. Los Angeles Memorial Coliseum Commission
13. Districts and Political Subdivisions under the Laws of the State of California (such as):
 - a. Los Angeles Unified School District
 - b. Los Angeles Community College District
 - c. Los Angeles County Flood Control District
 - d. Metropolitan Water District
 - e. Metropolitan Transit Authority
 - f. Mosquito Abatement Districts
 - g. Wilmington Cemetery District
 - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and are exempted from paying the City of Los Angeles Business Tax.
The Regents of the University of California on
behalf of the UCLA Center for Prehospital Care

Name of Agency

University of California

Nature of Business/Type of Agency

10990 Wilshire Blvd., Suite 1450, Los Angeles, CA 90024

Address

J. Thomas Rosenthal

(310) 825-4686

Printed Name of Authorized Representative or Agent

Phone Number

Signature

Assoc. Vice Chancellor

Title

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES AND A COPY TO THE OFFICE OF FINANCE, 200 N. SPRING ST, RM. 101, LOS ANGELES, CALIFORNIA 90012, MAIL STOP 170 - ATTN: TAX EXEMPTION UNIT.

(Revised 10/05)

Cja/er

UCLA-LAFD AFFILIATION AGREEMENT

Exhibit B

Living Wage Ordinance Exemption

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015

Phone: (213) 847-1922 – Fax: (213) 847-2777

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: Fire Department Contract # (if any): (213) 978-3461
Name of Department Contact: Bill Jones Department Phone: (213) 978-3461
CONTRACT AMOUNT: \$ 0 START DATE: Upon Execution END DATE: 3 years after execution
Purpose/ Service Provided: Affiliation for the professional development of paramedic students as required by State licensing board

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- Collective Bargaining Agreements (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.
Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.
- Occupational License (LAAC 10.37.1(f)): Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.
Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.
- Other - Cite the LWO code section: LAAC 10.37.1(g) - UC Regents is constitutionally exempt (State of California)

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory	Signature	Title	Date
Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.			

Approved / Not Approved – Reason: _____	By OCC Analyst: _____	Date: _____
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UCLA-LAFD AFFILIATION AGREEMENT

Exhibit C

Equal Benefits Ordinance Exemption

DEC-12-2007 10:31 FROM: LOS ANGELES FIRE DEP 12134858478

TO: 98472777

P: 2/4

RECEIVED
OFFICE OF CONTRACT COMPLIANCE
CITY OF LOS ANGELES
07 DEC 13 PM 3:25

EBO WAIVER

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE AWARDING AUTHORITY REQUEST FOR WAIVER

The Regents of the University of California on behalf
the UCLA Center for Prehospital Care

Company Name: _____ Phone: (310) 312-9303
Company Address: 10990 Wilshire Blvd., Suite 1450
City: Los Angeles State: CA Zip: 90024
Contract Number (if any): Determined after execution of agreement
Contract Term - Start Date: Date of Execution End Date: 3 years from Date of Execution
Contract Amount: No Cost
Type of Service: Paramedic training internships toward State of California licensing requirements

SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.

Los Angeles Administrative Code, Section 10.8.2.(i)(1)(e)

SECTION 2. REASON FOR WAIVER

Attach a memorandum detailing:

- (1) Why the waiver is being requested.
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

SECTION 3. SUBMIT REQUEST FOR WAIVER

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: Bill Jones Title: Gr. Management Analyst II
Department: Fire Department Phone: (213) 978-3461
Signature: William Jones (MP) Date: 11/09/07

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

FOR OCC USE ONLY

Not Approved. (See attached memorandum for explanation.)

Approved based on code section(s): LAAC Section 10.8.2.(i)(1)(e) - Public Entity

Analyst: Sandy Tandy Date: 12/18/07

Form OCC/EBO-4 (Rev. 06/06)

UCLA-LAFD AFFILIATION AGREEMENT

Exhibit D

Slavery Disclosure Ordinance Exemption

SDO EXEMPTION

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 Fax: (213) 847-2777

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. **The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.**

Section 1: Awarding Department

Name of contact person: William Jones Title: Sr. Management Analyst II
Department: Fire Phone: 213-978-3461
Signature: _____ Date: December 6, 2007

of California on behalf of the UCLA Center for Prehospital Care

Section 2: Contractor and Contract Information

Company Name: The Regents of the University Federal ID #: 956006143W
Company Address: 10990 Wilshire Blvd, Suite 1450
City: Los Angeles State: CA Zip: 90024
Purpose _____ Contract # (if any) _____
Start Date: _____ End Date: _____ Amount: _____

Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY

Approved: _____ Not Approved. (See attached memorandum.)
OCC Analyst: _____ Date: _____

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

Form OCC/SDO-2 (06/06)