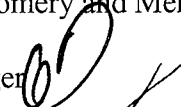





Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

THROUGH: Geoff Dolan, City Manager 

FROM: Scott Ferguson, Fire Chief 

DATE: June 3, 2008

SUBJECT: Consideration of an Amendment to a Services Agreement with UCLA for Paramedic Training.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** an amendment to Article 6 of a Services Agreement between the City of Manhattan Beach and UCLA to provide Continuing Education and Quality Improvement Services to the City's EMT's and EMT-Paramedics.

FISCAL IMPLICATION:

There will be a 5% adjustment in the cost of service beginning July 1, 2008. The cost for services is currently \$26,291.22 per year and will increase to \$27,605.88 for the next fiscal year. The increase will be absorbed within the existing Fire Department budget.

BACKGROUND:

The City and UCLA entered into this agreement in July of 2001, and it has been renewed each year with agreed upon amendments as needed.

DISCUSSION:

The current proposed amendment is for a 5% increase in the cost of services provided by UCLA to provide continuing education and quality improvement services to the Fire Department's Paramedics and EMT's. This service is provided on a monthly basis for three shifts by Lynn Riley, M.Ed, R.N.. The continuing education is required by the State of California and the County of Los Angeles for Paramedics and EMT's to remain licensed in the County and State. A quality improvement program is also required by both certifying agencies for the EMS Providing Agency which is the Manhattan Beach Fire Department.

The Department has found that our existing arrangement with Nurse Riley has been operationally effective and cost efficient, and therefore would recommend to Council the approval of the amendment to the service agreement.

Attachments: A. Service Agreement
B. Proposed Amendment to Articles 4 and 6

UCLA

And

CITY OF MANHATTAN BEACH

Services Agreement

This Agreement ("Agreement") is made and entered as of July 27, 2001 by and between The Regents of the University of California, a California corporation, on behalf of the UCLA Medical Center, Center for Prehospital Care ("UCLA") and MANHATTAN BEACH ("City"), on behalf of the Manhattan Beach Fire Department ("Department").

RECITALS

- A. The UCLA Center for Prehospital Care conducts continuing education in prehospital and emergency medicine to maintain certification and licensure as EMT-Basic or EMT-Paramedic (collectively referred to as "CE Programs") and provides quality improvement services to maintain or enhance the quality of patient care (referred to as "QI Services").
- B. Department desires to utilize the services to maintain the certifications of their employees and to continue to deliver quality patient care to their community.

NOW THEREFORE, the Parties hereby agree as follows:

1.32 **Quality Improvement Activities.** The Educator shall develop, coordinate and maintain a quality improvement plan for Department. This shall include: developing a system to review Department's patient care reports, developing patient care report review criteria, reviewing patient care reports, coordinating quarterly quality improvement meetings, providing direct field observation, developing a plan to evaluate the competency of Department personnel, assisting in fact-finding for specific incidents and attending the Los Angeles County EMS Agency Quality Improvement Committee meetings to gather information regarding updates and changes to policies and/or procedures and reporting to the Department

1.33 **Reports and Records.** The Educator will report on QI Activities to the fire chief and QI designee (as identified in Section 3.2) and implement the recommendations under the direction of the QI Designee.

Article 2

Confidentiality

2.1 **Definition.** For purposes of this Agreement, the term "Confidential Information" shall mean any information disclosed in order to accomplish the work under this Agreement by one party ("Disclosing Party") to another party ("Receiving Party") that is considered confidential by the Disclosing Party, provided such information is in writing or other tangible form and clearly marked as confidential when

disclosed, or is so designated in writing within thirty (30) days of such disclosure. The parties agree to disclose only information that is necessary to the work and to send such information directly to the parties noticed in Section 9 of this Agreement.

2.2 **Obligations of the parties.** The Receiving Party agrees, to the extent permitted by law, that Confidential Information shall remain the property of the Disclosing Party and that the Receiving Party shall only use, disclose or distribute Confidential Information within its own organization as is reasonably necessary to carry out the intent of this Agreement. For the period of the Agreement and for a period of five (5) years after disclosure, Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information that:

2.21 is or shall have been known to the Receiving Party before his/her receipt thereof;

2.22 is or shall have been disclosed to the Receiving Party by a third party;

2.23 is or shall have become known to the public other than through the Receiving Party;

2.24 is independently created by the Receiving Party's personnel who have had no exposure to the Confidential Information; or

2.25 is required by law, regulation, a court of competent jurisdiction or any rules of civil procedure applicable to any court or administrative proceeding to be disclosed.

2.3 **Return of Confidential Information.** Upon the expiration or earlier termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information of the Disclosing Party and any copies made thereof, whether in written, electronic or any other form.

Article 3

Rights and Responsibilities of Department

- 3.1 **Provide Space and Equipment.** Department shall provide a classroom sufficient to provide quality instruction, audiovisual equipment, and access to department equipment and supplies for the purposes of instruction.
- 3.2 **Designate QI Person.** Department shall designate a person responsible for QI Services in the Department and to receive the information under this agreement and direct the QI Activities (“QI Designee”).
- 3.3 **Responsibility.** Department understands and accepts the responsibility for the clinical activities and care provided by its employees and agents and for the implementation of the QI Services under this Agreement.

Article 4

Term

- 4.1 The term of this Agreement shall commence on July 1, 2001 and be in effect through June 30, 2002. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in this Agreement.

Article 5

Termination

- 5.1 **Termination without Cause.** Either party may terminate this Agreement at any time without cause by providing the other party with sixty (60) days notice to the names set forth in Article 9 below.
- 5.2 **Termination for Cause.** Either party may terminate this Agreement for cause or a material breach by providing the other party with thirty (30) days written notice to the names set forth in Article 9 below. If the breaching party fails to cure the breach, the termination shall be effective at the end of the thirty (30) day period.

Article 6

Payment

- 6.1 **Compensation for Services.** Department agrees to compensate UCLA for the services provided by the Educator under this Agreement. Department agrees to pay \$18,150.00 per year for the services covered under this agreement. UCLA shall bill \$1,512.50 monthly. At the end of each one year term, as set forth in section 4.1. UCLA shall increase the cost of services by 5% per year to cover cost

of living increases. Department shall pay this amount due within 30 days of receipt of the invoice from UCLA.

- 6.2 **Payment.** Any payment to UCLA made pursuant to this Agreement shall be made by check payable to the Regents of the University of California and mailed to:

Office Manager

UCLA Center for Prehospital Care

924 Westwood Blvd., Suite 720

Los Angeles, CA 90095-1369

Article 7

Insurance

- 7.1 The parties agree to obtain and maintain the insurance set forth in Exhibit A.

Article 8

Indemnification

- 8.1 Department 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 the Department, its officers, employees or agents.

8.2 UCLA agrees to defend, indemnify, and hold harmless Department and the 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.

Article 9

Notice

9.1 Any notice required to be given to any 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, or on the date of the fax confirmation if made by fax, to the respective addresses given below or to any other address as designated in writing to the other Party:

UCLA:

Todd LeGassick

Managing Director

UCLA Center for Prehospital Care

924 Westwood Blvd., Suite 720

Los Angeles, CA 90095-1369

With a copy to:

UCLA Medical Center Legal Affairs

924 Westwood Blvd., Suite 740

Los Angeles, CA 90095

Department:

GEOFF DOLAN, CITY MANAGER
CITY OF MANHATTAN BEACH
1500 HIGHLAND AVE
MANHATTAN BEACH CA 90266

With a copy to:

MANHATTAN BEACH FIRE DEPT.
400 15TH STREET
MANHATTAN BEACH, CA. 90266

Article 10

Use of Name

- 10.1 Neither Party may use the name of the other, including the name UCLA, the Regents of the University of California, or the University of California, in any advertising, publicity, or otherwise, without the prior written approval of the other Party.

Article 11

General Terms

- 11.1 **Relationship.** This Agreement is not construed as creating a partnership, joint venture, or agency relationship among the Parties. The relationship between the parties shall at all times be that of independent contractors.

- 11.2 **Governing Law.** This Agreement must be interpreted and construed according to the laws of the State of California.
- 11.3 **Modifications.** Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.
- 11.4 **Assignment.** Neither Party may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.
- 11.5 **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, the invalidity or enforceability does not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
- 11.6 **Waiver.** Waiver by any Party of any breach of any provision of this Agreement or warranty or representation shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right in this Agreement shall not operate as a waiver of such right.
- 11.7 **Entire Agreement.** This Agreement, and the Exhibits, contain the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior written or oral agreements with respect to the subject matter in the Agreement.
- 11.8 **No Third Party Beneficiaries.** None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

[Signature page follows.]

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

DATE: July 27, 2001

By: UCLA, The REGENTS OF THE
UNIVERSITY OF CALIFORNIA,

By: 
On behalf of UCLA Medical Center

Michael Karpf, M.D.

Print Name

Vice Provost, Hospital Systems

Title

DATE: 7-13-01

THE CITY OF MANHATTAN BEACH

By:  
On behalf of Department

GEOFF DOLAN

Print Name

CITY MANAGER

Title

APPROVED AS TO FORM

By: 
City Attorney

Exhibit A
Insurance

I. Department

Department at its sole cost and expense shall insure its activities in connection with this Agreement by maintaining programs of insurance or self-insurance as follows:

1. General Liability Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence.
2. 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.
3. Professional Medical Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence.
4. 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.
5. 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.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of Department and the City.

The coverages referred to under Sections 1 and 2 above shall include UCLA as an insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Department and the City, its officers, employees and agents under this Agreement. Department and the City, upon execution of this Agreement, shall furnish UCLA with Certificates of Self-Insurance evidencing compliance with all requirements.

II. UCLA

UCLA at its sole cost and expense shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence.
2. 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.
3. Professional Medical and Hospital Liability Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence.

4. Workers' Compensation and Employers Liability Self-Insurance Program covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. 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.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of UCLA.

The coverages referred to under Sections 1 and 2 above shall include Department and City as insureds. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UCLA, its officers, employees and agents under this Agreement. UCLA, upon execution of this Agreement, shall furnish Department with Certificates of Self-Insurance evidencing compliance with all requirements.

III. NOTICE

Each party shall provide the other with at least thirty (30) days advance written notice to the names set forth in Article 9 of this Agreement of any changes, modifications or cancellations of the above coverages.

FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment is made and entered into by and between The Regents of the University of California, on behalf of the University of California, UCLA Center for Prehospital Care ("UCLA") and the City of Manhattan Beach ("CITY"), is made with reference to the following:

- A. On July 1, 2001, UCLA and City entered into a Services Agreement ("Agreement") for UCLA to provide Continuing Education and Quality Improvement Services for City's EMT and EMT-Paramedics.
- B. City and UCLA desire to modify the AGREEMENT in order to add additional terms.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- I. Article 4 of the Agreement is amended so that the term of the Agreement is extended through June 30, 2005. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in the Agreement.
- II. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
- III. This Amendment shall be effective on the date it is signed on behalf of the City.

All other terms of the AGREEMENT remain in full force and effect.

UCLA

Dated: 8-30-04

By J. Thomas Rosenthal
J. Thomas Rosenthal
Associate Vice Chancellor

CITY

Dated: 8-30-04

By C. G. Mavay
Name C. G. Mavay

ATTEST

[Signature]
CITY CLERK

APPROVED AS TO FORM:
By [Signature]
City Attorney

SECOND AMENDMENT TO SERVICES AGREEMENT

This First Amendment is made and entered into by and between The Regents of the University of California, on behalf of the UCLA Center for Prehospital Care ("UCLA") and the City of Manhattan Beach ("CITY"), and is made with reference to the following:

- A. On July 27, 2001, UCLA and City entered into a Services Agreement ("Agreement") for UCLA to provide Continuing Education and Quality Improvement Services for City's EMT and EMT-Paramedics.
- B. On August 30, 2004, UCLA and City entered into the First Amendment to Services Agreement to extend the term to June 30, 2007.
- C. City and UCLA desire to modify the AGREEMENT in order to add additional terms.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- I. Article 4 of the Agreement is amended so that the term of the Agreement is extended through June 30, 2008. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in the Agreement.
- II. Article 6 of the Agreement is amended so compensation for services covered under the Agreement is \$26,291.22 per year (\$2,190.94 monthly).

Except as expressly set forth herein, all terms and conditions of the Agreement and the First Amendment shall remain in full force and effect.

UCLA

Dated: _____

By 

J. Thomas Rosenthal
Associate Vice Chancellor

CITY

Dated: 7/9/07

By 

Name Frank Chiella
Battalion Chief

Attachment B

Manhattan Beach Fire Department
400 - 15th Street
Manhattan Beach, CA 90266
Phone: 310-802-5200
Fax: 310-802-5201

facsimile transmittal

To: John H. Fax: _____
From: Bled Date: 04/29/08
Re: _____ Pages: 7 incl. cover sheet
CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

Notes:

Check with Bruce if this
requires Council approval. Apparently
they are spending over \$24K per year
on continuing professional training.
They have been using direct payments
in the past.



Center for Prehospital Care/Prehospital Care Research Forum at UCLA

10480 Wilshire Blvd.
Suite 1450
Los Angeles, CA 90024
(310) 267-5859 Fax (310) 312-9322

02/25/08

Manhattan Beach Fire Department
420 15th Street
Manhattan Beach, CA 90266

For budgetary purposes we are notifying you four months in advance that according to the contract between Manhattan Beach Fire Department and the Center for Prehospital Care at UCLA there will be a 5% increase beginning fiscal year July 1st, 2008. On July 1st, 2008 the new rate will be \$ 2300.49.

Please let me know if you have any questions. I can be reached at 310-312-9315 or by email at dskibo@mednet.ucla.edu.

Sincerely,

David Skibo
Business Services Manager

A Member of the UCLA Health Network

SECOND AMENDMENT TO SERVICES AGREEMENT

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UCLA

Dated: _____

By 

J. Thomas Rosenthal
Associate Vice Chancellor

CITY

Dated: 7/9/07

By 

Name Frank Chiella
Battalion Chief

Center for Prehospital Care

10990 Wilshire Blvd., Suite 1450 Los Angeles, CA 90024
Tel: (310) 267-5959
Fax: (310) 312-9322
www.cpc.mednet.ucla.edu

July 5, 2007

Chief Chiella
Manhattan Beach Fire Department
400 15th Street
Manhattan Beach, 90266

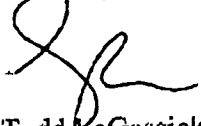
Dear Chief Chiella:

Attached please find two original amendments and a certificate of insurance to extend the term of our agreement to provide continuing education and quality improvement services for the department.

Please return one fully executed agreement along with your certificate of insurance to me at the above address.

Thank you for your assistance and support. Please don't hesitate to call me at (310) 312-9303 or email me at tlegassick@mednet.ucla.edu if you have any questions.

Sincerely,



Todd LeGassick, MPH
Managing Director

Attachments (3)

SECOND AMENDMENT TO SERVICES AGREEMENT

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Except as expressly set forth herein, all terms and conditions of the Agreement and the First Amendment shall remain in full force and effect.

UCLA

Dated: _____


By


J. Thomas Rosenthal
Associate Vice Chancellor

CITY

Dated: 7/9/07

By


Name Frank Chiella
Battalion Chief

Cert. No. 20070174

UCLA Medical Center
10833 Le Conte Avenue
Los Angeles, CA 90095
(310) 794-3500

This certificate is issued to:

Manhattan Beach Fire Department
400 15th Street
Manhattan Beach, CA 90266

**UNIVERSITY OF CALIFORNIA
CERTIFICATE OF SELF-INSURANCE
PROFESSIONAL MEDICAL & HOSPITAL LIABILITY**

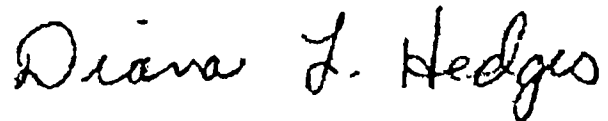
(Bodily Injury, Property Damage, and Personal Injury Arising from Acts of Omissions in the Course and Scope of employment as Defined by the California tort Claims Act Only)

Type of Coverage	Limits
I. PROFESSIONAL MEDICAL AND HOSPITAL LIABILITY:	\$1,000,000 each occurrence/ \$3,000,000 aggregate
II. SPECIAL TERMS & CONDITIONS: 1. This certificate is issued in connection with work performed by BLS and ALS Continuing Education (Med Center Unit--Center for Prehospital Care) at Manhattan Beach Fire Department. This Certificate is valid only for work performed within the course and scope of his/her University employment. University employees are covered except where they act or fail to act because of actual fraud, corruption, or actual malice (California Tort Claims Act, Government Section 810). 2. The self-insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Management, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.	

Should any of the above described insurance programs be modified or cancelled before the expiration date shown below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: 07/01/2007

CERTIFICATE EXPIRES: 06/30/2008



AUTHORIZED SIGNATURE
Hospital Risk Manager



**INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY
EXCESS LIABILITY COVERAGE**

AGREEMENT NO. ICAPL 1014

DECLARATIONS

This will certify that the following MEMBER is covered, in accordance with the terms and conditions of the Master Memorandum of Liability Coverage, by the INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY, hereinafter known as ICRMA.

- 1. MEMBER: City of Manhattan Beach
- 2. MAILING ADDRESS: 1400 Highland Avenue
Manhattan Beach, CA 90266
- 3. MEMBER SINCE: May 20, 1986
- 4. MEMORANDUM PERIOD: From July 1, 2007, to July 1, 2008, 12:01 A.M. Standard Time
at the address of the MEMBER as stated herein.
- 5. LIABILITY LIMIT: \$2 Million ICRMA Each Occurrence, Less the Member's
Retained Limit; \$18 Million Excess of \$2 Million, Lexington
Insurance Company
- 6. MEMBER'S RETAINED LIMIT: \$500,000
- 7. CLAIMS ADJUSTING FIRM: Colen and Lee, Attn: Michael Fisher
1470 S. Valley Vista Drive, Suite 230, Diamond Bar, CA 91765
- 8. Endorsements attached to AGREEMENT at inception: _____

Countersigned By: J.E. Chiquica
Authorized Representative

This Declaration and Coverage Part(s), with Standard Provisions and Endorsements, if any, issued to form a part hereof, completes the above-numbered AGREEMENT.

**INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY
3780 Kilroy Airport Way, Suite 470, Long Beach, CA 90806 - (562) 508-4400**