

**UCLA Center for Prehospital Care**

**And**

**City of Redondo Beach**

**Services Agreement**

This Agreement (“Agreement”) is made and entered as of August 20, 2023 (“Effective Date”) by and between The Regents of the University of California on behalf of the UCLA Center for Prehospital Care (“UCLA”) and the City Redondo Beach, a Chartered Municipal Corporation (“City”), on behalf of the Redondo Beach Fire Department (“Department”).

**RECITALS**

- A. The UCLA Center for Prehospital Care conducts continuing education in prehospital and emergency medicine services for students to maintain licensure as an EMT-Basic and Paramedic (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 CE and related services to maintain the certifications of Department personnel and to continue to deliver quality patient care to their Department members and community.

**NOW THEREFORE**, the parties hereby agree as follows:

**Article 1**

**Rights and Responsibilities of UCLA**

- 1.1 **Provide an EMS Educator ("EMS Educator")**. UCLA shall provide one Educator to Department to conduct CE Programs and QI Services. The Educator shall maintain

professional attire as approved by the Department. The Educator shall be subject to the mutual approval of both UCLA and Department.

- 1.2 **Provide CE Programs.** CE Programs will be provided on each of three shifts monthly for two to three hours. UCLA shall develop a schedule and submit it to Department for approval. The schedule will provide a minimum of twenty-four (24) hours of continuing education for each Department EMT-Paramedic and twelve (12) hours of continuing education for each Department EMT-Basic. This will provide a Department Paramedic thirty-six (36) hours of continuing education annually if he/she attends all continuing education conducted on their scheduled shifts. A summary of CE services are detailed in Exhibit B.
- 1.3 **CE Program Content.** All Education Programs shall meet the criteria established by the County of Los Angeles and the State of California to fulfill EMT-Basic and EMT-Paramedic continuing education and recertification requirements. Content shall be based on: QI Services, include all mandatory classes mandated by the Los Angeles County EMS Agency and Title 22, and annual needs assessment and surveys. Content shall be developed in collaboration with Department and shall include skills practice, remediation and verification for paramedics each year.
- 1.4 **Provide QI Services.** The EMS Educator shall develop, coordinate and maintain a quality improvement plan for Department. This shall include: developing a system to review Department's policies, patient care, and documentation, coordinate bi-annual quality improvement meetings, providing direct observation under field conditions, developing a plan to evaluate the competency of Department personnel, assisting in fact-finding regarding patient care delivered by Department personnel or questions about policy 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. A summary of QI Services are detailed in Exhibit B.

- 1.5 **Provide General/Administrative Support.** The EMS Educator will collaborate and coordinate activities with the quality improvement committee and Department leadership (as identified in Section 3.2) and monitor compliance with local and state regulations during the term of this Agreement and as set forth in Exhibit B. A description of the Administrative Support Services is set forth in Exhibit B.
- 1.6 **Additional Services.** The EMS Educator may provide additional CE Program and administrative services beyond time or effort of the services described in Exhibit B to meet the needs of Department at additional fees, as agreed to by the parties.

## **Article 2**

### **Confidentiality**

- 2.1 **Definition.** For purposes of this Agreement, the term “Confidential Information” shall mean any information, including protected health information (PHI), 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, and is considered confidential or privileged under federal or state law, 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/or as required or permitted under federal or state law, 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, and/or as required or permitted under federal or state law. For the period of the Agreement and following the expiration or termination of the Agreement, 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 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 state or federal 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 and the written request of the Disclosing Party, to the extent permitted by law, the Receiving Party shall promptly return to the Disclosing Party or certify destruction of all Confidential Information of the Disclosing Party received by the Receiving Party and any copies made thereof, whether in written, electronic or any other form, except Receiving Party may maintain an archival copy of the Confidential Information on the Receiving

Party's servers as long as the confidentiality obligations in Section 2.2 continue to be complied with.

### **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; access to Department training equipment and supplies for the purposes of instruction; and a desk with securable file space, internet access and use of a printer and photocopier for use by the EMS Educator while at the Department.
- 3.2 **Designate QI Person.** Department shall designate a person responsible for CE in Department and to receive the information under this Agreement ("Department 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 services under this Agreement. Department agrees that UCLA shall not be responsible for these clinical activities or the implementation of quality improvement services.

### **Article 4**

#### **Term**

- 4.1 The term of this Agreement shall be for five (5) years from the Effective Date through August 19, 2028.

## **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 written notice as 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 as set forth in Article 9 below. If the breaching party fails to cure the breach within thirty (30) days of receipt of the notice of 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 EMS Educator under this Agreement in the amount of \$42,978.80 annually, which shall be billed in the amount of \$3,581.57 monthly. Department shall mail payment to UCLA pursuant to Section 6.3 below within thirty (30) days of the date of each invoice. Following the first year of the initial term of the Agreement, on the anniversary of the Effective Date each year that this Agreement is in effect, UCLA shall increase the cost of services by an amount not to exceed changes in the consumer price index for the Greater Los Angeles Area to cover increases in the cost of living increases. Department shall pay the amount due within thirty (30) days of the receipt of the invoice from UCLA.

6.2 **Compensation for Additional Services.** Department agrees to compensate UCLA for additional services referred to in Section 1.5 requested by the Department and approved by UCLA at an approved billable rate. The approved rate will be shared with Department annually by March 31 for implementation July 1.

6.3 **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:

UCLA Cashiering Department  
Box 957448  
757 Westwood Plaza, Ste. 1119  
Los Angeles, CA 90095-7448

## **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 agrees 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 Department, its officers, employees or agents.

8.2 UCLA agrees to defend, indemnify, and hold harmless Department, 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 by nationally recognized overnight courier such as Federal Express, or five (5) days after mailing if mailed by first-class certified mail, postage paid, to the respective addresses given below or to any other address as designated in writing to the other party:

#### **UCLA:**

Carmina Lu  
Center Administrator  
UCLA Center for Prehospital Care  
10990 Wilshire Blvd., Suite 1450  
Los Angeles, CA 90024

#### **Department:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **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 authorized representative of the other party. For UCLA, any such request shall be sent to the names and addresses in Article 9 above.

## **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 shall 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 its 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 attached hereto, 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.
- 11.9 **Non-solicitation.** Department agrees that it will not solicit UCLA EMS Educator(s) for employment at Department during the term of the Agreement and for twelve (12) months after the end of its term.
- 11.10 **Review of electronic files.** Department agrees that UCLA EMS Educator(s) will have access to review electronic patient care reports to review for audit purposes with respect to the services provided under this Agreement.
- 11.11 **No Excluded Parties.** Each party represents and warrants to the other party that: a) neither it nor any of its representatives who will provide services pursuant to this Agreement are currently excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs, including Medicare and Medicaid programs; and b) neither it nor any of its representatives who will provide services under this Agreement have been convicted of a criminal offense related to the provision of health care items or services that would lead to mandatory exclusion from federal health care programs, but have not yet been excluded.
- 11.12 **Compliance with Laws.** Both parties agree that each shall comply with all applicable state and federal laws, rules, and regulations now in effect or hereafter adopted regarding the services provided under this Agreement, including but not limited to, those laws regarding the retention and availability of books and records related to the performance of obligations

under this Agreement. Such action shall include, without limitation, compliance with the appropriate provisions of the Social Security Act and any applicable regulations, as related to the retention of records.

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

DATE: \_\_\_\_\_

By: The REGENTS OF THE UNIVERSITY OF  
CALIFORNIA, on behalf of the UCLA Center for  
Prehospital Care

By: \_\_\_\_\_  
Constance Her  
Director, Special Projects & Dean's Commitments

DATE: \_\_\_\_\_

By: City of Redondo Beach, on behalf of the Redondo  
Beach Fire Department

By: \_\_\_\_\_  
William C. Brand \_\_\_\_\_  
Name  
Mayor \_\_\_\_\_  
Title

Approved as to form:

Attest:

\_\_\_\_\_  
Michael W. Webb \_\_\_\_\_  
Name  
City Attorney \_\_\_\_\_  
Title

\_\_\_\_\_  
Eleanor Manzano \_\_\_\_\_  
Name  
City Clerk \_\_\_\_\_  
Title

Approved:

\_\_\_\_\_  
Diane Strickfaden \_\_\_\_\_  
Name  
Risk Manager \_\_\_\_\_  
Title

## **Exhibit A** **Insurance**

### **I. UCLA**

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

1. Commercial Form General Liability Insurance (contractual liability included) with a limit of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
2. Business Automotive Liability insurance 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 one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
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. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverages referred to under Sections 1 and 2 above shall include Department as additional insured. UCLA, upon execution of this Agreement, shall furnish Department with Certificates of Self-Insurance evidencing compliance with all requirements.

### **II. Department**

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

1. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
2. Business Automobile Liability Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence with additional coverage available.

3. Professional Medical Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000).
4. Workers' Compensation and Employers Liability Self-Insurance Program covering Department'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, and 2 above shall not in any way limit the liability of Department. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverage referred to under Section 1 and 2 above shall include Department as an additional covered party. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Department, its officers, employees and agents under this Agreement. Department, upon execution of this Agreement, shall furnish UCLA with Certificates of 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.

Exhibit B  
**Summary of Services**

<b>Continuing Education</b>	<b>Frequency</b>	<b>Outcome Measure</b>
Provide two (2) to three (3) hours of CE on each Department shift (A, B and C) each month.	Every month	A minimum of 24 hours of CE delivered annually.
Presentation of Mandatory CE (i.e., “EMS Update”, Bloodborne Pathogens, SIDS, Abuse reporting, etc.)	Annually (or as required by DHS)	Required items presented each year. Verified on calendar of topics approved by department.
Competency assessment (i.e., quiz) of material presented.	Every month (at the end of each CE session)	100% of the department meets the 80% passing threshold or receives remediation to achieve competency.
Quality of presentation by EMS Educator.	Every month (at the end of the CE session)	80% of students rate the presentation 4 (out of 5). Completed evaluations reviewed bi-annually with department.
Overall quality of CE and QI program.	Anonymous survey annually	Results compiled and presented to Fire Chief.
Maintain all CE records.	Every month	Prepare a CE packet that includes all required material for the audit including but not limited to rosters, lessons, objectives, posttests and evaluations.
Prepare for the Los Angeles County Department of Health Services EMS Agency CE Audit.	As scheduled	Submit required annual survey information. Attend meeting and obtain re-approval of the department’s ability to deliver CE and be in good standing with DHS.
<b>Quality Improvement</b>	<b>Frequency</b>	<b>Outcome Measure</b>
The Nurse Educator shall ride along and evaluate Department personnel under field conditions as needed and shall design and provide education based on the needs and/or opportunities discovered or created by the Educator's observations and assessment.	As needed	Completion of ride-along documentation form. Documents reviewed with the Quality Improvement committee and Department leadership quarterly or more often if needed. Ride-along observations will be incorporated into CE topics approved by the Department or accomplished with concurrent education or training material.
Review 100% all EMS calls against performance indicators.	Every month	Performance threshold on indicators is 90%.
Submission of performance indicators to DHS as required.	Quarterly (or as required)	Performance threshold on indicators is 90%.
Support the Medical Director with special QI projects.	As assigned	Track and report data as required.

Facilitate and attend the QI committee to review and discuss performance indicators.	Quarterly	Results presented to quality improvement committee and department leadership for discussion, recognition, areas for improvement, attention or continuing education.
Attend LACPQI, PAAC, PA, LACFA and other meetings as requested or required.	Quarterly or as scheduled	Department represented by the EMS Educator.
Skills practice, remediation, verification for Paramedics and EMTs.	Bi-annually and conducted during quarterly skills practice where possible	Skills sheets verifying competency of selected skills reviewed with department leadership.
Prepare for the Los Angeles County Department of Health Services EMS Agency Provider QI Audit.	As scheduled	Attend meeting and obtain re-approval of the department's ability to deliver EMS and be in good standing with DHS.
Liaison with the Los Angeles County EMS Agency, local base hospitals and/or fire departments.	At committee meetings and or as incidents arise	Resolution of concerns and dialogue with department leadership about complaints and concerns.
<b>General Administrative</b>	<b>Frequency</b>	<b>Outcome</b>
Collaborate with EMS Captain, Fire Chief and Medical Director.	Quarterly, or more often if needed	Formal and informal meetings/conversations.
Ensure compliance with local and state EMS regulations and protocols.	Ongoing	Attend UCLA EMS Educator Service department meetings. Attend Los Angeles County Department of Health Services EMS Agency Provider Quality Improvement Meetings. Attend train-the-trainer EMS Update courses (annually).
Overall quality of CE and QI program evaluation.	Anonymous survey annually	Results compiled and presented to quality improvement committee and department leadership.