

**AMENDED AND RESTATED AGREEMENT BETWEEN
UCLA AND THE CITY OF MANHATTAN BEACH FOR
EMERGENCY MEDICAL TECHNICIAN CONTINUING
EDUCATION AND QUALITY IMPROVEMENT SERVICES**

This Amended and Restated Agreement (“Agreement”) is made and entered as of July 1, 2018 by and between the Regents of the University of California, a California corporation, on behalf of the UCLA Center for Prehospital Care (“UCLA”) and the City of Manhattan Beach, a California municipal corporation (“City”), on behalf of the Manhattan Beach Fire Department (“Department”).

RECITALS

- A. UCLA 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.
- C. On July 1, 2001, UCLA and City entered into a Services Agreement (“Original Agreement”) for UCLA to provide CE Programs and QI Services for City’s EMT and EMT-Paramedics.
- D. On August 30, 2004, UCLA and City entered into the First Amendment to the Original Agreement to extend the term to June 30, 2007.
- E. On July 9, 2007, UCLA and City entered into the Second Amendment to the Original Agreement to increase the compensation for services and extend the term to June 30, 2010.
- F. On July 1, 2010, UCLA and City entered into the Third Amendment to the Original Agreement to increase the compensation for services and extend the term to June 30, 2012.

- G. On July 9, 2012, UCLA and City entered into the Fourth Amendment to the Original Agreement to increase the compensation for services and extend the term to June 30, 2014.
- H. On July 1, 2014, UCLA and City entered into the Fifth Amendment to the Original Agreement to extend the term to June 30, 2018.
- I. The parties now desire to amend the Original Agreement to extend the term to June 30, 2021, increase the compensation for services, modify the insurance and indemnification requirements, and revise certain other aspects of the Original Agreement. For that reason, the parties have agreed to enter into this Amended and Restated Agreement, which shall supersede and replace the Original Agreement and the prior Amendments effective as of the date set forth in Article 4.

NOW THEREFORE, the parties hereby agree as follows:

Article 1.

Rights and Responsibilities of UCLA

- 1.1 **Provide a Nurse Educator (“Educator”)**. UCLA shall provide one Educator to Department to conduct CE Programs and QI Services. The Educator shall be subject to the mutual approval of both UCLA and Department.
- 1.2 **Provide CE Programs.**
 - 1.2.1 **Scheduling CE Programs.** CE Programs will be provided on each of three shifts monthly for 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.

1.2.2 **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 developed in collaboration with Department.

1.3 **Provide QI Services.**

1.3.1 **On Site Evaluation.** The Educator shall ride along and evaluate Department paramedics under field conditions and design and provide education to any specific needs identified

1.3.2 **Quality Improvement Activities.** The Educator shall develop, coordinate and maintain a quality improvement plan for Department. This quality improvement plan 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.

1.3.3 **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 Article 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:

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

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

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

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

2.2.5 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, 2018 and be in effect through June 30, 2021. 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 \$ 30,932.92 per year for the services covered under this Agreement. UCLA shall bill \$ 2,577.74 monthly. At the end of each one year term, as set forth in Section 4.1, UCLA shall increase the cost of services to be provided under this Agreement to reflect changes in the Consumer Price Index for the Greater Los Angeles Area (not to exceed 3% per year) to cover cost of living increases. Department shall pay compensation due to UCLA 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:

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

Article 7.

Insurance

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

Article 8.

Indemnification

- 8.1. City shall defend, indemnify and hold UCLA, its officers, employees, and agents, harmless 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 CITY, its officers, employees, or agents.

- 8.2. UCLA shall defend, indemnify and hold City, its officers, officials, employees and agents harmless 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.
- 8.3 Each party's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

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

With a copy to:

UCLA Medical Center Legal Affairs
924 Westwood Blvd., Suite 740
Los Angeles, CA 90095

Department:

Bruce Moe, City Manager
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

With a copy to:
Manhattan Beach Fire Department
400 15th Street
Manhattan Beach, CA 90266

Article 10.

Use of Name

- 10.1 Neither party may use the name or logo 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 an authorized representative 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.
- 11.9 **Non-solicitation.** City and Departments agree that they will not solicit the Educator(s) for employment at the City or Departments during the term of the Agreement and for twelve (12) months after the end of its term.
- 11.10 **Review of Electronic Files.** City agrees that the Educator(s) will have access to patient electronic files to review for audit purposes.

[Signature page follows]

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

DATE: 6/13/18

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

By: 
On behalf of UCLA Medical Center
Name: John Mazziotta, MD
Title: Vice Chancellor

DATE: _____

By: THE CITY OF MANHATTAN BEACH,

By: _____
On behalf of Department
Name: Bruce Moe
Title: City Manager

APPROVED AS TO FORM:

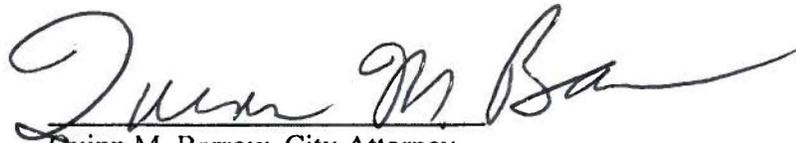
By: 
Quinn M. Barrow, City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

A. **Minimum Scope and Limits of Insurance.** Each party shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance or self-insurance as follows:

1. Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. 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.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage, if such automobile insurance is not included as part of the General Liability coverage. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease.

3. Professional Liability/Errors & Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the party shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

B. **Acceptability of Insurers.** The insurance policies required under this **Exhibit A** shall be in the form of self-insurance or issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

C. **Additional Insured.** The commercial general and automobile liability policies shall contain an endorsement naming the other party and their officers, employees, agents and volunteers as additional insureds. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of each party, its officers, agents, and/or employees.

D. **Cancellations or Modifications to Coverage.** Both parties shall not cancel, reduce or otherwise modify the insurance policies required by this Agreement during the term of this Agreement. If any insurance policy required under this Agreement is canceled or reduced in coverage or limits, the party shall, within two business days of notice from the insurer, phone, fax or notify the other party via certified mail, return receipt requested, of the cancellation of or changes to the policy.

E. **Remedy for Noncompliance.** If either party does not maintain self-insurance or the policies of insurance required under this Agreement in full force and effect during the term of this Agreement, or in the event any of the self-insurance or policies do not comply with the requirements under **Exhibit A**, either party may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, may, but have no duty to, take out the necessary insurance and pay, at the other party's expense, the premium thereon, to be reimbursed by the party.

F. **Evidence of Insurance.** Prior to the performance of services under this Agreement, each party shall furnish the other party with a certificate of self-insurance or certificates of insurance. At the request of either party, each party shall provide proof to the other party that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

G. **Indemnity Requirements Not Limiting.** Procurement of insurance by either party shall not be construed as a limitation of either party's liability or as full performance of either party's duty to indemnify the other party under Article 8 of this Agreement.

H. **Subcontractor Insurance Requirements.** Both parties shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this **Exhibit A**.