

West Los Angeles budget,
revenues & expenditures

Request 8: Copies of short term
sharing agreements



49. Sharing Agreement Number V691S-5184
(Mar 17-28, 2003)

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

Enhanced Sharing Agreement (ESA)

20th Century Fox Television "Expert Witness"

Attachments "A", "B", "C", "D", "E" and "F" are part of this agreement.

- 1. Sharing Agreement:** This Contract **V6915-5184** is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for the use of **VA Greater Los Angeles Healthcare System, LA ACC and WLA Healthcare Center** building space, land use and/or other resources, as specified in subparagraph 1B below. The terms of the Contract are as follows:

- A. Parties:** **20th Century Fox Television** referred to as "Sharing Partner" and **VA Greater Los Angeles Healthcare System**.
- B. Resources to be shared:** Interior locations of the Los Angeles Ambulatory Care Center and Building #158, WLA, as described in Attachment "A".
- C. Purpose:** To provide a location for the production company to film the television pilot "Expert Witness".
- D. Period of Performance:** **March 17th, 18th, 19th, 28th, 2003.**
- E. Pricing and Payment Terms:** As mutually negotiated and agree. See Attachment "B" for details.
- F. Payment:**
Filming Fees: The Sharing Partner shall make all payments (user fees) payable to Department of Veterans Affairs/Agent Cashier, referencing this ESA Number. The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed. Payment must be received **PRIOR** to the commencement of the location shoot. Payment(s) shall be in the form of a **certified or cashier's check, bank draft, or US Postal Money Order** and delivered to the address stated below:

Department of Veterans Affairs
VA Greater Los Angeles Healthcare System
Attention: Asset Management
11301 Wilshire Boulevard
Building #218, Room #217
West Los Angeles, CA 90073

G. Security Deposit:

A security deposit of Two Thousand Dollars and no cents (\$2,000.00) is required for use of VA facilities/grounds. A payment instrument for the Security Deposit is not to be combined with the payment instrument for the Filming Use. A walk through inspection of the facilities will be conducted following the event to assess any damages. Upon VA determination of the condition of the facilities/grounds utilized, the Security Deposit will be refunded as deemed appropriate by the VA. Sharing Partner shall make the security deposit amount

49-1

payable to Department of Veterans Affairs /Agent Cashier. The Sharing Partner shall submit the mutually negotiated and agreed upon security deposit amount prior to the start date of the prep and filming (3/17/03). Payment shall be in the form of a **certified or cashier's check, bank draft or U.S. Postal Money Order**. The monetary payment shall be delivered to:

Department of Veterans Affairs
VA Greater Los Angeles Healthcare System
Attention: Asset Management
Building #218, Room #217
West Los Angeles, CA 90073

- H. Authorization to Act on Behalf of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM:** The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall give all direction for these areas. Nothing is to be decided without consultation with the CO.
- I. Restriction:** The Department of Veterans Affairs (hereinafter: "DVA") prohibits the use of VA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract. The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.
- J. Security:** The Production Company shall provide security. Should other security arrangements be requested or required, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or VA GREATER LOS ANGELES HEALTHCARE SYSTEM Security Police, may be conducted during the period of performance, provided that said random inspections do not materially interfere with Sharing Partners filming activities.
- K. Insurance:** The Sharing Partner shall provide a minimum of \$1,000,000.00 (One Million Dollars) Liability Insurance prior to commencement of performance, and such insurance will be effective throughout period of performance. Proof of such insurance shall be hand-delivered or mailed to the Contracting Officer prior to commencement of performance of this Contract.
- L. Sharing Partner will ensure performance area(s) is/are restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of performance. The Sharing Partner shall be responsible for all damages to VA GREATER LOS ANGELES HEALTHCARE SYSTEM property caused by their negligence. Any repairs, if necessary, will be at the expense of Sharing Partner.**

49-2

2. General terms and conditions shall be as follows:

- A. Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.
- B. Termination:** Either party may terminate this Contract by giving at least Forty Eight (48) hours prior written notice. In the event of termination, the Sharing Partner shall be responsible for payment for all services rendered VA GREATER LOS ANGELES HEALTHCARE SYSTEM, prior to the effective date of termination.
- C. Modification:** This Contract may need to be modified during the term. All modifications shall be in writing and, except for termination, have the written consent of both parties.
- D. Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.
- E. Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this clause:
1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to the contract.
 2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall promptly furnish a written reply on the claim to the Sharing Partner.
 3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.
- F. Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WLA Healthcare Center's Name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)
- G. Indemnification:** Sharing Partner shall hold harmless and indemnify VA GREATER LOS ANGELES HEALTHCARE SYSTEM from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract. As determined under and to the extent permitted by the provisions of the Federal Tort Claims Act (28 USC Sections 2671-2680), the United States shall be liable for and hold harmless **20th Century Fox Television**, its agents and employees from any and all claims, suits, losses, damages or expenses for injuries to any and all persons whomsoever, and all property damage,

arising or growing out of or in any manner connected with activities performed under the authority of the Agreement.

H. Independent Contractor: VA GREATER LOS ANGELES HEALTHCARE SYSTEM is an independent contractor with respect to the services performed under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between VA GREATER LOS ANGELES HEALTHCARE SYSTEM and Sharing Partner.

I. Notification: All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs
VA Greater Los Angeles Healthcare System
Ralph D. Tillman
Director, Asset Management
11301 Wilshire Blvd.
Bldg. 500, Room #6408
Los Angeles, CA 90073
Telephone: [REDACTED]
Facsimile: [REDACTED]

20th Century Fox Television
George Larson, Locations Mgr.
LA Center Studios
1201 West 5th Street, Suite M230
Los Angeles, CA 90017
Office: [REDACTED]
Cell: [REDACTED]
Fax: [REDACTED]
TAX ID: [REDACTED]

Asst Locations:
Larry Vinocur
Cell: [REDACTED]


IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America
Department of Veterans Affairs
VA Greater Los Angeles Healthcare System

Sharing Partner
20th Century Fox Television

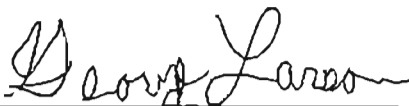
By

By



Ralph D. Tillman
3/17/03

Date



George Larson
3/17/03

Date

49-4

Attachment "A"

Place of Contract Performance:
 Los Angeles Ambulatory Care Center
 Emergency Suite
 351 East Temple St.
 Los Angeles, CA. 90012

WLA Healthcare Center
 Building #158
 11301 Wilshire Boulevard
 Los Angeles, CA 90073

Dates, times and locations of performance:

Date		Location	Parking	In	Out
3/17/03	Prep	Bldg. #158	<ul style="list-style-type: none"> • Between Bldgs. #157 & #158 - Generator, Electric; (2) set trucks + 15 crew cars • East and South of #158 • Lot #38 5 trailers after 12:00noon 	6:00am	8:00pm
3/18/03	Film	Bldg. #158	<ul style="list-style-type: none"> • Between Bldgs. #157 & #158 • East & South of #158 • Lot #38 • Patton sidewalk between Bonsall & Arnold 	6:00am	10:30pm
3/19/03	Strike	Bldg #158	Between Bldgs. #157 & #158 (2) Trucks (2) Stakebeds 15 crew cars	6:00am	8:00pm
3/27/03	Prep	LA ACC E/R	E/R entrance VA Dock Area	6:00am	8:00pm
3/28/03	Film	LA ACC E/R	E/R entrance VA Dock Area	6:00am	10:30pm
3/31/03	Strike	LA ACC E/R	E/R entrance VA Dock Area	7:00am	8:00pm

An ACTIVE LA Fire Inspector Will Be On Set At All Times During the Actual Shoot

49-5

- **Every member of the production company shall wear an identification badge as indicated in Attachment "F". Failure to wear this ID may be escorted from the VA facility.**
- Sharing Partner shall comply with VA Safety Directive SOM 92 - 007
- Sharing Partner shall restore any interior/exterior area that was used to "equal to or better than" condition prior to the conclusion of the event.
- DVA Point of Contact and/or DVA Police Security reserve the right to perform random inspections of the area during the event.
- **There shall be no possession or consumption of alcoholic beverages on VA grounds.**
- **Smoking shall be confined to designated smoking shelters.**
- Sharing Partner shall comply with DVA signage policy as indicated on Attachment "C".

Sharing Partner shall provide dumpsters and shall remove all food, waste, and trash at the end of each day, prior to leaving VA grounds.

45-6

Attachment "B"

Fee Schedule

All negotiated fees are due and payable on/before the 1st day of contracted period.
 Failure to do so may result in the Sharing Partner being denied access to the DVA grounds.

WLA	Prep 3/17/03 \$2,500.00 Parking (3) Trucks 300.00 Generator 100.00 15 cars 75.00 (5) Trailers 1,000.00	Film 3/18/03 \$5,000.00 Parking (120) cars 600.00 (4) trailers 800.00 (6) trucks 600.00 Generator 100.00 VA Safety 6:00am - 7:00am 450.00 3:30pm - 11:30pm Site Monitor 6:30am - 11:30am 595.00	Strike 3/19/03 \$2,500.00 Parking (2) Trucks \$200.00 (2) Stakebeds 200.00 (15) cars 75.00
LA ACC			
	Prep 3/27/03 \$2,500.00 <div style="text-align: center; font-weight: bold; font-size: 1.2em;">CANCELLED</div> Parking (3) trailers \$600.00 (3) Trucks 300.00	Film 3/28/03 \$5,000.00 VA Staff Site Monitor 6:30am - 11:30pm 595.00 Safety 6:00am - 8:00am 450.00 4:30pm - 11:30pm VA Police 595.00 6:00am - 11:30pm Engineer 875.00 6:00am - 11:30pm Parking (3) Trailers \$600.00 (3) Trucks 300.00	Strike 3/31/03 \$2,500.00 <div style="text-align: center; font-weight: bold; font-size: 1.2em;">CANCELLED</div> Parking (3) Trailers \$600.00 (3) Trucks 300.00
Column Sub-Totals	\$7,375.00	\$16,560.00	\$7,375.00

	Sub Total	\$30,310.00
(cancelled) Prep & Strike Days	-	6,800.00
	Sub-Total	\$23,510.00
	Security Deposit	+ 2,000.00
	TOTAL DUE	\$25,510.00

44-7

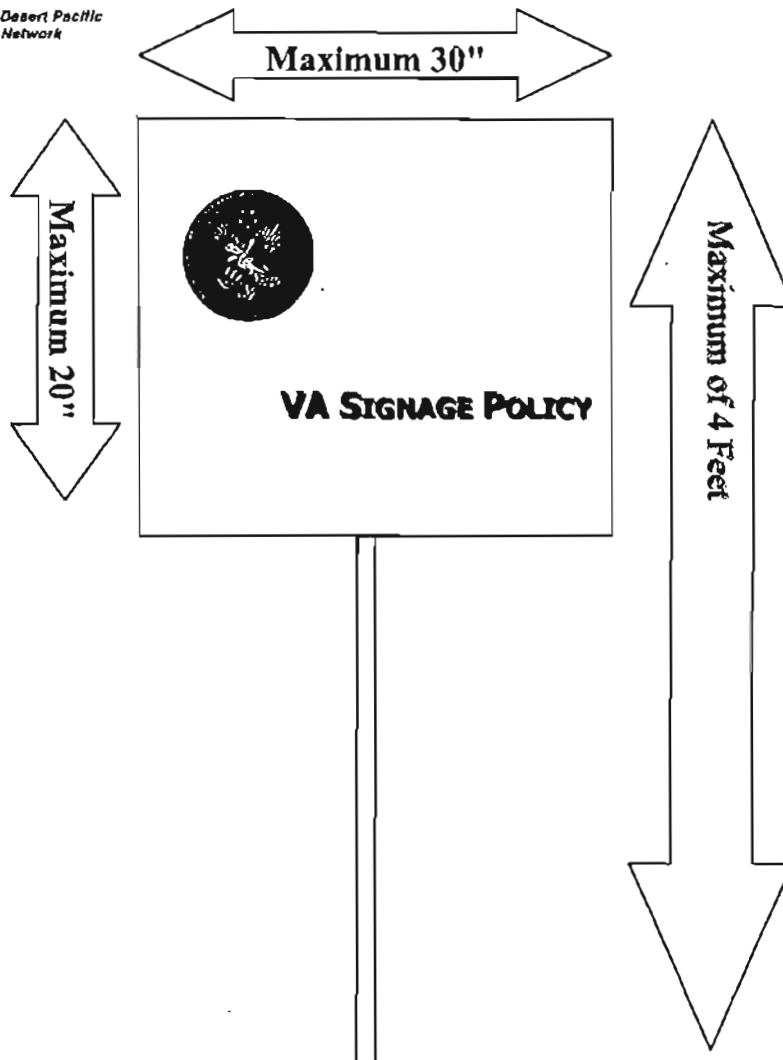
VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

Attachment "C"

Sign Posting for Special Events



Signage indicating events or directions shall be constructed of 20" X 30" foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties, (nylon or wire twist).

Banners shall be 60" x 204".

Event signage shall flank any existing DVA sign by at least 24 inches. Never place event signage in front of any existing DVA sign! NEVER ATTACH SIGNS TO VA FENCING!

Signage shall be placed on freestanding poles or imbedded in concrete supports.

All signage and/or banners shall be removed immediately following the event.

49-8

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

Attachment "D"

CORPORATE POLICY

December 1999

00-10A-132-03

MOTOR VEHICLE TRAFFIC AND PARKING POLICY Specific to Location Shoots

PURPOSE: The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System grounds.

POLICY: It is the policy of the VA Greater Los Angeles Healthcare System to provide parking space for patients, visitors, volunteers and employees within the criteria established by the Department of Veteran Affairs and consistent with the mission of the VA Greater Los Angeles Healthcare System. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on VA Greater Los Angeles Healthcare System property. All motor vehicles operated on VA Greater Los Angeles Healthcare System property must comply with all posted regulations and this policy. The Department of Veterans Affairs is not responsible for damage, theft, etc., to automobiles parked on the grounds. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.

RESPONSIBILITIES:

Chief, Police & Security:

- (1) Develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.
- (2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

PROCEDURES:

A. ENFORCEMENT:

- (1) The Department of Veterans Affairs Police is empowered to enforce State and Federal laws, and applicable VA regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

49-9

- (2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a Courtesy Violation Notice (if vehicle registered with VA Greater Los Angeles Healthcare System) will be issued for the first and second offense within a one-year period which conforms with the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and police officer discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.
- (3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.
- (4) Counseling letters may be issued through Department Directors for their employees who violate traffic and parking regulations. Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. DISTRICT COURT VIOLATION NOTICE".
- (6) Any person receiving a "Warning Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.
- (7) Specific traffic offenses committed at VA Greater Los Angeles Healthcare System care facilities, which require mandatory appearances before the U.S. Magistrate, are subject to legal enforcement as prescribed by law.
- (8) Any other violation of posted parking restrictions or moving violations, that are in contradiction with the VA Greater Los Angeles Healthcare System Policy as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Standardized Violation Notice".
- (9) All vehicles parked illegally, or for more than 24 hours on the VA Greater Los Angeles Healthcare System grounds, are subject to removal by towing; all costs of which are the responsibility of the owner or driver of the motor vehicle.
- (10) The enforcement of parking regulations will be consistent.

SITE SPECIFIC PARKING:

Site specific regulations will be included in Attachment "A" for West Los Angeles Healthcare Center; Attachment "B" for Sepulveda Ambulatory Care Center and Attachment "C" for Los Angeles Ambulatory Care Center.

POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES, DIALYSIS):

- (1) Unauthorized parking in posted areas is prohibited. Unauthorized employees and public parking in these areas will be subject to appropriate citations.
- (2) Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

REGULATIONS:

45-10

- (1) Temporary permits shall be issued by the Chief of Police & Security or designee to those who have extenuating circumstances and are issued on a case-by-case basis, not to exceed one (1) day.
- (2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
- (3) Motor vehicles operated on VA Greater Los Angeles Healthcare System grounds must have a current valid state registration and license plates.
- (4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the VA Greater Los Angeles Healthcare System traffic regulations and the "Rules of the Road", State of California motor vehicle laws.
- (5) All unattended motor vehicles and bicycles on this property must be locked.

ACCIDENTS:

All accidents involving motor vehicles operated on VA Greater Los Angeles Healthcare System grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to Police & Security.

The Department of Veterans Affairs assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police & Security.

HANDICAP PARKING:

(1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employees' work locations. Employees eligible for "temporary" reserved handicap parking include:

- (a) Those confined to wheelchairs.
- (b) Single or double lower limb amputees.
- (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
- (d) Those with medical conditions, which severely restrict ambulation.

(2) Any handicapped employee (as defined in paragraphs 1, a, b, c, & d above, who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the Police & Security and if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.

Handicapped parking spaces will be allocated according to VHA Headquarters mandates and will be located closest to treatment areas and employees' work sites accordingly. Under state

law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e.: employee). Handicapped placards must be predominately displayed within the vehicle.

PARKING OF CAMPERS, TRAILERS AND MOTOR HOMES ON VA GREATER LOS ANGELES HEALTHCARE SYSTEM CONTROLLED PROPERTY:

- (1) VA Police Officers, when confronted with a request by a patient/visitor or an employee to park or sleep overnight in a trailer, camper, or motor home at the VA Greater Los Angeles Healthcare System, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the Chief Executive Officer or the Administrative Officer of the Day (AOD).
- (2) VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on weekends/holidays. If found to be occupied, inhabitants should be informed of this policy and asked to remove their vehicle from the grounds.

TRAFFIC CONTROL:

- (1) All vehicles must be registered and operated in accordance with State of California laws.
- (2) All vehicle operators must possess a valid state operator's license and comply with the restrictions thereon.
- (3) The speed limit on all VA Greater Los Angeles Healthcare System roads is 20 MPH at West Los Angeles Healthcare Center and 15 MPH at the Sepulveda Ambulatory Care Center, unless otherwise posted, and 5 MPH in parking lots. For safety purposes, VA Police may use radar to monitor and enforce vehicle speed rules on station.
- (4) Vehicles will be operated on paved roads only. (This does not apply to Government maintenance vehicles being operated in the performance of official duties).
- (5) Vehicle operators must be continually on the alert for pedestrians, particularly patients, and be prepared to stop at any time.

REFERENCES:

- A. MP-1, Part 1, Chapter 37
- B. MP-1, Part 1, Chapter 34
- C. MP-1, Part 1, Chapter 43
- D. MP-1, Part 1, Chapter 2, Section B Paragraph 16

RESCISSION:

- A. CM 1-132-03, West Los Angeles Healthcare Center
- B. MCPM 07B-12-98, Southern California System of Clinics

REVIEW DATE: As needed and/or December 2002

49-12

20th Century Fox Television
ESA #V691S-815174
March 17th - 31st, 2003
"Expert Witness"

13 of 27

ATTACHMENTS:

PHILIP P. THOMAS
Chief Executive Officer

DATE

49-13

WEST LOS ANGELES HEALTHCARE CENTER, SITE SPECIFIC:

1. GENERAL PARKING, NORTH OF WILSHIRE, West Los Angeles Healthcare Center:

A. Lots 7, 9, 16, 17, 20, 22, 23, 25, 26, 28, 35, 39 and 40 have been designated as employee parking lots.

B. Street parking prohibited except:

- Loading and unloading in front of Buildings 256, 257 and 210, loading dock area of Building 500, where it is posted Government parking. This area will be opened parking from 3:00 p.m. to 6:30 a.m. All other times will be for "Government Vehicle" parking only.

Exception: All parking behind Buildings 300 and 500 loading dock areas will be enforced at all times.

- Vandergrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday, and all day Saturdays, Sundays, and holidays.

2. GENERAL PARKING, SOUTH OF WILSHIRE, West Los Angeles Healthcare Center:

- Lots 2, 3, 6 and 6A have been designated as employee parking lots.
- Parking lots 42 and 43: Employee parking prohibited during the hours of 8:00 to 3:00 p.m. Swing shift and graveyard personnel are authorized to park in these lots in non-designated stalls during the period of 3:00 p.m. to 8:00 a.m., and all day Saturdays, Sundays, and holidays.

44-14

LOS ANGELES AMBULATORY CARE CENTER, SITE SPECIFIC:

The parking regulations at Los Angeles Ambulatory Care Center is created to ensure that all vehicle traffic using the parking structure is smooth-flowing while minimizing any possible traffic accidents or incidents.

Our patient population was given the entire first level, with handicap veterans having reserved parking spaces closer to the passenger elevators for easier accessibility to the clinic. If their parking area is full, the patients are allowed to proceed to the second level for parking. If that parking area is full, the patients are allowed to park where they do not interrupt the flow of traffic nor block entrance/exit ways of pedestrians. No patient is ever turned away due to lack of parking.

The second level is dedicated to a certain percentage of employees who are granted parking privileges based on their seniority with the government by assessing the employees' service computation date (date of hire). In this fashion, it lessens any form of union intervention, while giving employees who have dedicated their careers to the Department of Veterans Affairs, an incentive showing that their dedication to service did not go unnoticed and are appreciated for their service.

In addition to the employee parking spaces on the second level, there are also reserved spaces for the facilities government vehicles, as well as two reserved parking spaces for the Local Union President and Vice President.

All assigned employee parking was negotiated with the local union giving that union approximately 45 percent of the parking spaces for their members, while the remaining spaces were dedicated to non-union employees.

Any recognized visitors or contractors arriving to provide their services are given parking locations where feasible, as not to impact our patient customers.

49-15

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

Attachment "E"

SOM92-007

Fire/Life Safety Requirements VA GLAHS Safety Office 130A Filming Production Crew

1. PURPOSE:

- A. It is in the best interest of the Patients and Employees, that the Occupational Safety & Health Office regulates activities involving Commercial Film Production when companies are working in areas where the nature of the activities and the number of persons involved could create a Fire or Life/Safety Hazard. Demonstrations and activities involving hazardous materials and other specialized situations such as public assemblage activities, fireworks and fire watches may also need to be regulated by the Safety Office (130).
- B. **An ACTIVE Los Angeles City Fire Department Inspector shall be present at all filming, whether interior or exterior shots are done.**
- C. The Safety Office and LAFD Inspector assures Patients and Employee's safety within the following categories.
 1. Exiting for Patients and Employee's and for the general public.
 2. Non-Interference with Fire Protection Systems and Building Utilities.
 3. Access to buildings.
 4. Regulation of Flammable Liquids and gases.
 5. Regulation of pyrotechnic special effects.
 6. Regulation of smoking materials, open flames and heating devices.
- D. Once the Safety Office has reviewed the proposed activities of the production companies, an inspection and brief meeting as to mutual concerns should be reviewed prior to the first day of construction or production.

2. GENERAL DUTIES AND RESPONSIBILITIES

The Occupational Safety & Health Official and LAFD Inspector shall enforce all pertinent laws and regulations and;

45-16

- B. Shall exercise their authority to summarily abate any condition in violation of NFPA Fire Codes and VAMC regulations.
- C. The Occupational Safety & Health Official and LAFD Inspector shall advise or direct the placement of vehicles and (equipment) to guarantee emergency access, and to safeguard against Fire or Life Safety Hazards only.
- D. The Occupational Safety & Health Official and LAFD Inspector shall inspect the premises. This inspection shall include:
 - 1. Extinguisher: (or other first aid fire protection equipment), location and availability. The Filming Production Company shall supply extinguisher.
 - 2. Exiting, well lighted, and unobstructed.
 - 3. Telephone availability and location.
 - 4. First aid personnel and/or equipment when required.
- E. The Occupational Safety & Health Official and LAFD Inspector shall communicate with the Assistant Director or the Unit Manager. The Safety Office/LAFD Inspector shall be included in all production meetings involving special effects, and shall insure compliance with all Fire Safety regulations set forth by NFPA and VAMC.
- F. The Safety Official and LAFD Inspector shall determine the most efficient means of contracting the Fire Department or other emergency personnel in the event of an emergency.
- G. When obstructions (such as wiring, cables, etc.) are created by the production company, they are to be arranged in such a manner as to prevent blockage of the required aisles or exits, and to eliminate any danger of tripping.
- H. Electrical connections and all power sources shall be routinely inspected for possible Fire Safety Hazards.
- I. Electrical equipment provides significant heat sources for accidental fire at filming location sites.
 - 1. Lighting: Proximity of lamps to combustibles, electrical arcs, and sparks from shorting, also heat sources in the form of high-wattage lamps.
 - 2. Power Sources and Cables: Arcs from deteriorated cables, distribution plugging boxes (spiders), and improperly splice cables.
 - 3. Fixed Wiring: Over fusing, open junction boxes and use of flexible (extension) cords instead of permanent wiring.
 - 4. Portable Generators: Must be periodically supervised and properly grounded.
 - 5. Cables: Should not be nailed to woodwork, or taped to metal surfaces, including building plumbing and sprinkler systems.

- a. Cables if frayed or damaged shall be replaced. Care shall be taken in placement to avoid damage by traffic.
 - b. Cables that feel abnormally warm should be investigated.
 - c. Cables should not be spliced, but should terminate in an approved connector or terminal.
- J. Special consideration shall be given to hazards that may cause injury to Patients or Employees.
- K. Required aisles and exits shall be well defined and maintained in all buildings. Corridor shall not be blocked; equipment shall be stored in adjacent rooms.
1. Adequate lighting must be provided.
 2. The maximum distance of travel to a required exit must not exceed 150 feet in a building with a sprinkler system, or 200 feet in a building w/sprinkler system.
 3. Electrical cables, lying across exit pathways, shall be rapped and taped. Cables passing through exit doors shall be wrapped or taped to the side of the door.
- L. The Safety Office/LAFD Inspector shall determine the occupant load for any room or area not posted. Occupant loads shall not be exceeded.
- M. The Safety Office/LAFD Inspector shall meet with first aid personnel, when present and determine the location of the nearest emergency medical center (UCLA).
- N. Any violation of Fire Codes, or VA Regulations or any other noted unsafe conditions shall be reported to the Assistant Director or Unit Manager for correction, except in situations that the Safety Office/LAFD Inspector considers to be eminent danger, in which case work will be stopped immediately.
- O. Housekeeping standards shall be established and maintained at filming location. Housekeeping hazards include the following:
1. Accumulation of sawdust and wood scrapes from set construction.
 2. Combustible litter and rubbish.
 3. Stored materials obstructing exits, fire access, or Fire Protection Equipment.
 4. All combustibles or waste materials shall be stored in approved containers or disposed of in a manner acceptable to the Safety Office/LAFD.

3. Special Effects

- A. Pyrotechnic Special Effects

44-18

1. "Pyrotechnic Special Effects" is defined as articles containing any composition manufactured and assembled, designed, or discharged to produce a visual or audible effect, used in connection with theater, television, or motion picture production, which may or may not be presented before a live audience, and;
 2. The use of all types of fireworks, blank cartridges, colored fire, flash paper, and special effects pyrotechnics for the sole use of creating a visual or audible effect.
 3. When these articles are used for the above-mentioned purpose, they are exempt from explosive laws and regulations. In California, Special Effects are regulated as fireworks.
 4. Black Power bombs (in aggregate quantities under 5 pounds), or smokeless power (aggregated quantities under 20 lbs.) are also regulated as fireworks when used as special effects.
- B. Upon arrival the Safety Office/LAFD Inspector shall contact the Special Effects Pyrotechnician and verify their California State License.
1. Class I, last number on the licenses are -06. This licensee may conduct any phase of effects.
 2. Class II, last numbers on the license are -07. This license may conduct large effects under the direct supervision of a Class I, and may work in front of an audience.
 3. Class III, last numbers on license are -08. This is a pyrotechnic trainee and may not be in charge of large effects. A trainee must work under the direct supervision of a Class I, Class II or a Theatrical Licensee.
 4. Theatrical Effects, last numbers are -09. May do anything a Class II licensee is allowed.
 5. Pyrotechnic Operator, Theatrical Trainee, last numbers are -10. Must work under the direct supervision of a Theatrical Effects licensee.
- C. Required information on the front of the card is:
1. Pyro-technician's name
 2. Pyro-technician's photograph
 3. Social Security Number
 4. Signature
- D. The following information is contained on the rear of the card:
1. Type of special effects license, (indicated in two (2) ways).

2. An "X" will appear in the appropriate box.
 3. A three (3) to six (6) digit number will be printed above the "Special Effects" line.
- E. Proper storage of pyrotechnic material and flammable gasses or liquids shall be done in accordance with NFPA and local regulations.
 - F. No smoking is allowed within 25 feet of the work area in which special effects are stored or used. "NO SMOKING" signs shall be posted.
 - G. The Safety Office/LAFD Inspector shall communicate with the pyrotechnic operator to determine what is to be simulated and how the effects will be done.
 - H. Mixing (preparing) of explosive shall be done only by a Class 1 Pyrotechnic Operator.
 - I. The Safety Office/LAFD Inspector shall check the location of effects for proximity to structures and overhead obstructions, and be aware of exposures, open windows, bystanders, etc.
 - J. If the Safety Office/LAFD Inspector determines that any aspect of the effect is not safe, it shall not be allowed. The Safety Office/LAFD Inspector may approve variations if it can be done safely.
 - K. Power sources for firing shall be restricted to batteries or individually isolated underground generators. Commercial Circuits or House Power shall not be used under any circumstances to fire special effects.
 - L. No special effect pyrotechnic item shall be fired unless it is in full view of the pyrotechnician.
- 4. Safety of Personnel**
- A. When working explosives at filming instances, prior notification shall be given to all personnel. The call sheet shall state that explosives are to be used.
 - B. Before explosives are used, all concerned persons shall be thoroughly briefed, and a "walk through" is suggested. Such avenues of escape shall provide absolute passage to safety.
 - C. Only persons and crew necessary for filming shall be in the explosives area. All others will be removed to an approved area.
 - D. After each shoot, no one shall enter the explosives area until the pyro-technician has declared it to be safe.
 - E. No child under the age of 16 years of age shall be in the area where explosives are to be used.

49-20

5. Aircraft Landings

All aircraft landings shall be done with the approval of the VA GLAHS CEO's Office and VAMC Police & Security Department. Safety Office/LAFD Inspector shall be present at all landings/take offs and approve the landing site.

6. Hospital

- A. The Safety Office and LAFD Inspector shall make sure that filming is to be confined to areas remote from Patient Care. Hospital main lobbies, elevator lobbies, and emergency room areas and entrances etc., are prohibited.
- B. Cables are to be run directly to the floor of use, (through windows, etc.). Cables shall not be used for patient's evacuation.
- C. No storage is allowed in patient areas. Equipment not in use shall be stored in a vacant room(s). Equipment on "standby" in any corridor is prohibited.
- D. The Safety Office and LAFD Inspector shall ensure that Fire Department access to the building is maintained.
- E. Hospital main lobby, elevator lobby, emergency rooms are not to be used for filming or film related activities.
- F. It is not permissible to tie into the Hospital's main electrical power supply to provide power to any production equipment, or to plug appliances into any Hospital outlet.

7. SMOKING POLICY

No smoking will be permitted inside any building on VA Grounds and "No Smoking" signs shall be posted. Exception: If a scene requires cigarette smoking (etc.), pre-approval from the Safety Office is needed. Pre-approval is determined on a case-to-case basis.

8. "Fire/Life Safety Requirements Filming Information Form"

A "Fire/Life Safety Requirement Filming Information Form" shall be filled out completely before any filming on VA property, whether interior or exterior shots are done.

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare System

Filming Information

Safety, Health and Fire Prevention

WLA Healthcare Center
Building #158

Company Name: 20th Century Fox
Film/Movie Title: Expert Witness
Location Manager: George Larson / Larry Vinocur
Telephone #: [REDACTED]

If any of the below questions are answered with a YES, please give a brief description.

Yes No

b) Smoke Generation

Yes No

c) Generators (Type & Qty)

One twin generator
One single generator

Yes No

d) Flammable Liquids

Yes No

e) Fire Extinguishers (size & type)

4/9/03

20th Century Fox Television
ESA #V6915-515174
March 17th - 31st, 2003
"Expert Witness"

22 of 25

Yes No
 f) Fires/Open Flames

Yes No
 g) Cranes/Boom/Lifts
 Condor, 40' Scissor Lift

Yes No
 h) Explosions

Yes No
 i) Minor Set Construction

Bars on windows

Yes No
 j) Major Set Construction

Yes No
 k) Helicopters

It is not permissible for the Production Company, cast, crew & extras to plug equipment, office machines etc. into VA house electricity.

Failure to abide to VA policy may result in shutdown of all production.

49-23

The following was discussed with the Location Manager:

- | | Initials |
|--|----------|
| 1) Facility Fire Procedures | XV |
| 2) Facility Smoking Policy | XV |
| 3) Emergency Phone Numbers | XV |
| 4) Nearest Emergency Room (UCLA) | XV |
| 5) Special Precautions | XV |
| 6) Pyrotechnic Special Effects | XV |
| 7) Copy of Facility Fire/Life Safety Requirements | XV |
| 8) Walk through of area of filming | XV |
| 9) ACTIVE LAFD Inspector shall be present at all filming | XV |

Brief Description of filming;

Location Manager:

Lary Vinocur
Print Name

Signature

Lary V

Date

3/18/03

APPROVED / DISAPPROVED / PENDING

VA Fire/Safety Office:

Gary Buder

Date:

3/18/03

Occupational Safety & Health/Fire Prevention Office (130)
VA Greater Los Angeles Healthcare System
11301 Wilshire Blvd.
Building 218, Room 308
Los Angeles, Ca. 90073
[REDACTED]

Note: This document shall be returned to Safety office prior to any and all filming.

45-24

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement #1
 3. EFFECTIVE DATE 3/28/03
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE 691/00
 Director, Asset Management
 VAGLAHS, 11301 Wilshire Blvd., B 500, R 6426
 Los Angeles, CA 90073
 7. ADMINISTERED BY (If other than Item 6) CODE _____

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 Twentieth Century Fox Film Corporation
 LA Center Studios, 1201 W. 5th Street, Suite M230
 Los Angeles, CA 9001
 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATE (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. V891S-5184
 10B. DATED (SEE ITEM 13) 3/17/03
 CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 38 USC 8153 Enhanced Sharing of Healthcare Resources
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return two copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

This ESA is increased in the amount of \$8,415.00 as payment for an additional shoot day in Bldg #258 on March 20, 2003.

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 GEORGE LARSON, Location Manager
 15B. CONTRACTOR/OFFEROR _____
 15C. DATE SIGNED _____
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 RALPH D. TILLMAN, DIRECTOR, ASSET MANAGEMENT
 16B. UNITED STATES OF AMERICA
 BY _____
 16C. DATE SIGNED _____
 18C. DATE SIGNED _____
 (Signature of person authorized to sign) (Signature of Contracting Officer)

49-25