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**AFFILIATION
AGREEMENT BETWEEN
MT. SAN ANTONIO
COLLEGE AND**

City of Long Beach, a municipal corporation, acting by and through the Long Beach Fire Department

THIS AFFILIATION AGREEMENT is made and entered, in duplicate, as of **April 26, 2016** by and between MT. SAN ANTONIO COLLEGE, 1100 N. Grand Ave., Walnut, CA 91789 ("Program") and **CITY OF LONG BEACH, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH THE LONG BEACH FIRE DEPARTMENT** ("City"), with reference to the following facts:

RECITALS:

WHEREAS, Program conducts training and instruction programs for students leading to certification and licensure as EMT-Paramedics in the State of California (hereinafter collectively referred to as "Trainees"); and

WHEREAS, said training requires a 480-hour internship for Trainees to obtain broader clinical learning experiences in a location providing primary 911 service; and

WHEREAS, City maintains facilities which can be used to furnish clinical experience to Trainees and is an approved emergency medical services provider, and City desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that Trainees obtain their clinical experience at City's facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

- I. RESPONSIBILITIES OF PROGRAM. Program agrees that it shall:
- A. Establish the educational goals and objectives of the paramedic education program in a manner consistent with the standards and requirements set forth by City. Such goals and objectives shall reflect Program's commitment to providing education and training programs to Trainees.
 - B. Designate a member of Program's staff to provide coordination, oversight and direction of Trainee's educational activities and assignments during the field internship with City. Such person shall be the Clinical Coordinator and shall also act as liaison with City.
 - C. Provide each Trainee with a pre-assigned health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, proof of negative TB test, and proof of varicella titer.
 - D. Educate trainees regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.
 - E. Furnish each Trainee with a clinical experience manual or materials that describe the goals, policies, and procedures of the Program. City shall have the opportunity to review and comment on these materials.
 - F. Development and implement a mechanism for determining evaluation of the performance of Trainees to include, where appropriate, input from City.
 - G. Maintain records and reports concerning the education of Trainees, which shall include the Trainee's licensure/certification, pre-assignment health assessment record, and history of immunizations.
 - H. Maintain medical malpractice insurance for Trainees during the field internship with City.
 - I. Program recognizes that Trainees are NOT covered by City's Workers' Compensation Insurance or Self-Insured Program. Program represents and warrants that it will maintain, or ensure that its Trainees are covered under Program's Workers' Compensation Insurance should any Trainee be injured or become ill during the course of their clinical internship. Program will provide City with a written verification of insurance coverage in the form of a certificate of insurance prior to the commencement of the program.

- J. Require assigned Trainees to:
 - 1. Comply with City's applicable policies, procedures and guidelines, and applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records; and
 - 2. Have all required personal protective equipment including, but not limited to, safety goggles and an appropriate uniform.

II. RESPONSIBILITIES OF CITY. City agrees that it shall:

- A. Maintain adequate staff and equipment to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by Program and City.
- B. Assign each Trainee a preceptor with appropriate training and experience to supervise the Trainee during each clinical assignment. The preceptor shall monitor the Trainee's progress and evaluate the Trainee at the end of each shift on forms provided by the Program.
- C. Designate, after consultation with Program, a person to coordinate Trainees' schedules and activities while working with City. Such person shall be the Program Coordinator and shall act as liaison with Program. The name of City's Program Coordinator shall be provided to Program's Clinical Coordinator.
- D. Implement schedules for Trainees in conjunction with the Clinical Coordinator and in accordance with Program's educational goals and objectives. City shall determine the number of Trainees permitted to rotate through the field internship. City must ensure that Trainees are provided appropriate supervision. Trainees are not to be used to replace staff of City is ultimately responsible for patient care.
- E. Protect the health and safety of Trainees on rotation with City by providing each Trainee with the following:
 - 1. A brief orientation of the clinical area where Trainee will be working, and information about City's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in City's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in City's protocols for on-the-job injuries, including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;
 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needlestick injury to or other exposure of Trainee to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800-342-2437). The initial care and administration of testing and prophylactic therapy shall be paid for by Program.
 4. Access to any of City's applicable reference materials.
- F. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations and Program requirements. City shall notify Program within five days of receipt of notice that City is not in compliance with any such laws, regulations, or Program requirements.
- G. Permit inspection of its clinical and related facilities by the Clinical Coordinator or other Program faculty and staff to evaluate Trainee performance.
- H. With respect to any professional services performed by Trainees under this Agreement, City agrees to inform Program and its Clinical Coordinator as follows:
1. Immediately upon initiation of an investigation into the conduct of a Trainee;
 2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a Trainee; or
 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Trainee has been named or in which a settlement is

being proposed on their behalf.

III. DISCRIMINATION – PROHIBITION.

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

IV. TERM.

This Agreement shall be effective immediately upon execution, and will continue indefinitely subject to periodic review and amendment in accordance with the terms herein.

V. TERMINATION.

Notwithstanding any other provisions to the contrary, this Agreement may be terminated with or without cause at any time by either party upon thirty (30) days' prior written notice to the other party.

VI. INSURANCE

PROGRAM shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

A. Professional Medical Liability self-insurance with limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the CITY shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

B. General Liability Self-Insurance Program with a limit of one million dollars

(\$1,000,000) per occurrence and a general aggregate of at least five million dollars (\$5,000,000) naming the City, and its commissions, officials, employees, and agents as additional insureds equivalent in coverage to that provided on an ISO form ICG 20 26 11 85.

- C. Workers' Compensation Self-Insurance Program covering PROGRAM'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section shall not in any way limit the liability of PROGRAM.

Each policy or evidence of self-insurance shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

PROGRAM shall deliver to CITY certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. Such insurance as required herein shall not be deemed to limit PROGRAM's liability relating to performance under this Agreement. Any modification or waiver of the insurance requirements herein shall be made only with the approval of CITY's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full

performance of the indemnification provisions of this agreement.

VII. INDEMNIFICATION.

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

City and Program agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. Program shall be responsible for discipline of Trainees in accordance with Program's applicable policies and procedures.

To the extent allowed by law, City and program shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either City or Program to disclose any peer review documents, records

or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

IX. PATIENT RECORDS.

Any and all of City's medical records and charts created at City's facilities as a result of performance under this Agreement shall be and shall

remain the property of City. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

X. INTERRUPTION OF SERVICE.

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

XI. ATTORNEYS' FEES.

Except as expressly provided for in this Agreement, or as authorized by law, neither the Program nor the City shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of this Agreement or the performance of either the Program or the City thereunder.

XII. ASSIGNMENT.

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

XIII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and

enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIV. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XV. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XVI. MODIFICATIONS AND AMENDMENTS.

This agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. City and Program agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XVII. USE OF NAME.

Neither party shall use the name of the other, including the name of Mt. San Antonio College, without the prior written consent of an authorized representative of the party.

XVIII. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XIX. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of

California for state actions and the Central District of California for any federal actions.

XX. NOTICES.


All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage paid, certified mail, return receipt requested, and addressed as follows:


TO PROGRAM: Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789
Attn: Jemma Judd, Dean, Technology & Health

TO CITY: City of Long Beach
333 W. Ocean Boulevard
Long Beach, CA 90802-4664
Attn: City Manager

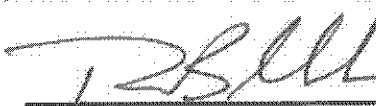
The parties have executed this Agreement as set forth below.

MT. SAN ANTONIO COLLEGE


By:  Date: 5-3-16
Name: Jemma Judd, Dean
Title: Dean, Technology & Health

By:  Date: 5-4-16
Name: Irene Malmgren
Title: Vice President, Instruction

CITY OF LONG BEACH, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH THE LONG BEACH FIRE DEPARTMENT

By:  Date: 5/24/16
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
Patrick H. West, City Manager
Assistant City Manager

Approved as to form:
Charles Parkin, City Attorney

By:  Date: 5-18-16
Deputy