

LONG BEACH COMMUNITY COLLEGE DISTRICT EDUCATION AFFILIATION AGREEMENT

36657

This Educational Affiliation Agreement is made and entered on this 20th day of **March, 2023** (Effective Date) into by and between **Long Beach Community College District**, a California community college **District ("District")** and the **City of Long Beach Long Beach Fire Department**, ("**Company** ") with respect to the following issues. The **District** and **Company** shall be collectively referred to herein as "Parties" and individually as "Party."

RECITALS

A. **District** is an accredited educational institution which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, Emergency Medical Technician – Paramedic and other, similar health care and prehospital providers (Students);

B. As a part of the licensing and/or certification requirements Students must complete a course of study including clinical experience (Clinical Experience) on an ambulance providing the appropriate level of care and operating in normal service;

C. **Company** is a provider of emergency medical service, including both advanced life support and basic life support prehospital care and transport;

D. **Company** has agreed to assist **District** by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise **Company's** standards of service to its patients and clients.

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

1.TERM.

1.1. Term and Commencement Date. The term of this agreement shall be for a period of five (5) years commencing on the Effective Date unless terminated in accordance with the provisions of this agreement and certification contemplated in paragraph 2.2, 2.3 and 2.4.

1.2 Termination. This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein. Students already assigned to and accepted by the **Company** shall be allowed to complete any in-progress clinical program practicum assigned by the **Company** .

2. RIGHTS AND OBLIGATIONS OF DISTRICT.

2.1 **District's Accreditation.** **District** shall maintain a qualified and accredited educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other similar prehospital health care providers. **District's** program shall include programming, administration, matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which **District** resides and in which the program contemplated herein is to operate.

2.2 **Approval by Licensing/Certifying Agency(ies).** **District** shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. **District** shall provide **Company** with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program.

2.3 **Student Licensure/Certification.** **District** shall ensure that each Student enrolled in the clinical program has a provisional license/certificate enabling them to participate in this program. **District** shall provide **Company** with a copy of the provisional licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise **District** and **Company**, in writing, that provisional licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations.

2.4 **Approval by Doctor or Agency Having Medical Control.** **District** will secure from the doctor or agency having medical control in the state(s) or county(ies) in which program will operate, written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. **District** will provide **Company** with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.

2.5 **Records.** **District** will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Students transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history/vaccination/immunization as set forth in paragraph 2.8 hereof. **District** will maintain the records for a period of at least four (4) years from the date Student completes, or ceases to participate in, the Clinical Experience contemplated herein.

2.6 **List of Participants, Qualifications, Objectives and Representations.** **District** will notify **Company** at least (14) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by **District** of a Student's name on this list is **District's** representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience.

2.7 **Company Rules and Regulations.** **District** will use all reasonable efforts to cause Students to comply with **Company's** policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. **District** will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the **Company's** policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.

2.8 **Pre-assignment Health Assessment.** **District** will cause Student to complete a pre-assignment health assessment, at Student's or **District's** expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination, proof of MMR vaccination, respiratory certification by a physician and PPD test. **District** will provide proof of satisfactory completion/Vaccination to **Company** upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is **District's** representation that Student has completed the pre- assignment assessment and is physically able to perform the tasks associated with the program.

2.9 **OSHA Compliance.** Prior to allowing Student to enroll in the course of clinical experience, **District** will educate and train Student in compliance with all relevant and required OSHA regulations including, but not limited to, Blood-borne Pathogens Standard and TB Standard.

2.10 **Personal Protective Equipment.** **District** shall provide Student with all necessary personal protective equipment as is, or may be, required by OSHA prior to assignment to the Clinical Experience. Such equipment includes, but is not limited to: safety glasses and particulate respirators. **District** recognizes and will inform Student that this equipment must be in the possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

2.11 **Assistance in Obtaining Signatures and Compliance.** **District** recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. **District** shall assist **Company** in obtaining any necessary signatures and ensuring Student compliance with **Company** rules and this agreement including, but not limited to, those contained in part 3. of this agreement.

2.12 **Evaluation of Performance.** **District** is responsible for and shall make arrangements with **Company** to facilitate, and **District** is responsible for, evaluating Student's performance during the clinical program.

2.13 **Minimum Age of Participants.** **District** and **Company** will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is **District's** representation that Student is at least eighteen years of age.

2.14 Health Insurance Portability and Accountability ACT ("HIPAA") The **Company** is covered entity for purposes of the Health Insurance Portability and Accountability Act and subject to 45C.F.R, Parts 160 and 164 (the HIPAA Privacy Regulation.) **Company** shall direct Students, and Instructors providing supervision at the **Company** as part of the Program to comply with the policies and procedures of the **Company**, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students and Instructors' role in relation to the use and disclosure of **Company's** protected health information, the Students and Instructors are defined as members of the **Company's** workforce, as that term is defined by 45 C.F.R. §160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the **Company**. The **District** will never access or request to access any Protected Health Information held or collected by or on behalf of the **Company** by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the **Company** by the **District** pursuant to this Agreement and therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. §160.103.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

3.1 Release. Student will, prior to participating in the clinical experience, read, understand and sign **Company's** internal ride-along waiver releasing **Company** from any and all liability and/or responsibility arising out of Students participation in the Clinical Experience. This release of claims must be executed, and on file with the **Company**, prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience and no Student will be permitted on a **Company** vehicle without having signed the release.

3.2 Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.

3.3 Company Rules and Patient Confidentiality. Student shall comply with **Company's** procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on **Company** property or in a **Company** vehicle, must meet all standards of appearance and conduct required by **Company** of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a **Company** vehicle personal protective equipment and use such equipment when, as and where designated by **Company** personnel.

3.4 Student Intern Agreement. Student will read and execute the **Company** **Student Intern Agreement**. Execution of the Student Intern Agreement is a condition precedent to participation in the Clinical Experience program. A specimen of the **Company** Student Intern Agreement is attached to this Affiliation Agreement as exhibit 1.

3.5 Criminal Background Check. Student will be required upon enrolling in Emergency Medical Technician, Emergency Medical Technician- Paramedic and other, similar health care training program and prior to direct contact with any patient to receive a

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criminal background check clearance.

4. COMPANY RIGHTS AND OBLIGATIONS.

4.1 Company Rules. **Company** requires Students, while participating in the clinical program, on **Company** property or in a **Company** vehicle, to meet all standards of appearance and conduct required by **Company** of its own employees. **Company** reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with **Company** standards.

4.2 Student's Skill Level. **Company** reserves the right to discontinue Student's participation in the program should **Company**, in its sole discretion, determine that Student's skill level is substandard. **Company** will immediately advise **District** of any such concerns or situations.

4.3 Orientation Program. **Company** will provide an orientation program designed to orient Student to **Company's** rules regulations and policies prior to beginning their Clinical Experience.

4.4 Company's Control of Patient Care. **Company** reserves the right to determine where, when and if a Student may participate in the provision of care to its patients. **Company** will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and Student shall follow **Company's** instructions with respect to the provision of patient care.

4.5 Right to Control Participation. **Company** reserves the right to refuse to allow any Student to participate in the provision of care at the scene of an emergency where, in **Company's** sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of **Company** or otherwise be inappropriate.

4.6 Student Evaluations. **Company** will cooperate with **District** in performing evaluations of Student's clinical experience.

4.7 Provision of Clinical Experience. **Company** will provide a Clinical Experience for as many of **District's** Students as possible, in **Company's** sole discretion, in compliance with the guidelines, protocols, scope of practice provided by the licensing/certifying agency and in accord with the instructions of the Doctor or Agency having Medical Control.

4. The FACILITY is responsible to provide protective personal equipment (PPE) to all students while on-site in the facility. The PPE must meet the standards set forth by the State of California for treatment of patients in this capacity.

5. INDEMNIFICATION

5.1 The **District** hereby agrees to defend, indemnify and hold harmless **Company**, its parents, officers, employees, directors, subsidiaries, agents, affiliates and representatives from and against claims, losses, liabilities, expenses (including reasonable

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attorney's fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of **District**, its Instructors, agents or employees, in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the **District's** obligations.

The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

5.2 The **Company** hereby agrees to defend, indemnify and hold harmless **District**, its Board of Trustees, employees, and officers, from and against claims, losses, liabilities, expenses (including reasonable attorney's fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of **Company**, its officers, employees, directors, subsidiaries, agents, affiliates and representatives, in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the Company's obligations.

5.3 Obligations pursuant to Article 5 shall survive termination or expiration of this agreement.

6.0 INSURANCE.

6.1 Professional Liability and General Liability Coverage. The **District** at its sole expense will procure and maintain in full force and effect, with one (1) or more approved California insurance companies, or through a program of self-insurance, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury and property damage, including the operation of a motor vehicle and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million dollars (\$3,000,000) annual aggregate. In the event that the professional liability policy is a "claims made" policy, the **District** shall purchase "tail" policy for a period of not less than five (5) years following the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less the primary professional liability policy.

6.2 Certificates. The **District** will provide the **Company** with certificates of the foregoing coverage upon request of this agreement. The **District** shall provide at least thirty (30) days written notice to the **Company** of any substantial change or cancellation of said insurance.

6.3 Coverage for Student Injuries. The **District** shall procure and maintain Worker's Compensation insurance to cover its employees and students while participating in the clinical experience in compliance with the statutory requirements of California Law.

6.4 Company's Professional Liability and General Liability Coverage. The **Company** at its sole expense will procure and maintain in full force and effect, with one (1) or more approved California insurance companies, or through a program of self-insurance, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury and property damage, including the operation of a motor

vehicle and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Two Million dollars (\$2,000,000) annual aggregate. The **Company** will provide the **District** with evidence of the foregoing coverage. All insurance policies must be endorsed to give the **DISTRICT** written notice of cancellation, termination, coverage reduction or any material change and the same shall be mailed to the **DISTRICT**.

7.0 NOTICES.

7.1 Notices: All notices or other communications that either party may desire or may be required to deliver to the other Party may be delivered in person or by depositing the same in the United State mail, postage prepaid, certified or registered mail, return receipt requested by overnight courier or by electronic facsimile, confirmed in writing address or delivered as follows:

If direct to the **District**: Long Beach Community College District
Attn: Contracts Management: G-4
4901 E. Carson Street
Long Beach, CA 90808

If direct to the **Company**: Long Beach Fire Department
Attn: Maura Ventura, Bureau Manager
3205 N. Lakewood Blvd.
Long Beach, CA 90808

8.0 MISCELLANEOUS.

8.1 Interpretation. No provision in this Agreement is to be interpreted for or against any Party or that Party's legal representative drafted such provision.

8.2 Entire Agreement. This agreement, including all exhibits, attachments and amendments hereto, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this agreement are null and void and of no further force or effect.

8.3 Waiver or Breach. No breach of any provision hereof can be waived unless in writing. The waiver of any such breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.

8.4 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or Subparagraphs or Subsections of this Agreement are solely for the convenience of the Parties and shall not interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations or responsibilities of the Parties arising hereunder.

8.5 Severability. If any provision of this lease, as applied to any party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall not affect (to the maximum extent permissible by law) any other provision of this agreement, the application of such provision under circumstances different from those adjudged by the court, or the validity or enforceability of this agreement as a whole.

8.6 Modification. This Agreement can be amended only with a written agreement signed by both parties. All such amendments shall be attached hereto and shall become part of this agreement.

8.7 Arbitration. If a dispute concerning the terms of this Agreement cannot be resolved within a reasonable time through good faith negotiations, the dispute shall be resolved through arbitration at the option of either Party. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in an arbitration at Los Angeles, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The discovery provisions of the California code of civil procedures relating to arbitration, including the provisions of §1283.05, shall be applicable to the arbitration proceeding. The costs of any such proceeding shall be paid by the Party instigating the arbitration unless such Party is declared by the arbitrator to be substantially successful securing the award of the determination sought by such Party in such proceedings, in which event the costs of such proceedings shall be paid by the unsuccessful Party or Parties. Notwithstanding the above, in the event any Party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the court of law. Should the Parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such service may be made to the American Arbitration Association, or the Parties may initiate such other procedures as they may mutually agree at such time. The provisions of Section 8.10 shall survive the termination or expiration of this Agreement.

8.8 Governing Law. This agreement shall be governed by the laws of the State of California

8.9 Assignment. Subject to the restrictions set forth herein, this agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither Party may assign this agreement without the written consent of the other Party.

8.10 Counterparts and Facsimiles. This agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall be deemed to constitute one and the same instrument; a facsimile signature by a Party may be relied upon by the other Party as an original signature.

8.11 Use of Name. Neither Party shall use the name, address, logo or other trademarks of the other Party without the other Party's prior written consent.

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8.12 Non-Discrimination. Neither the **District** nor the **Company** shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or disability, or on any other prohibited by law.

8.13 Confidentiality of Information . The Parties agree not to release confidential information other party, without the written consent of the other Party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the Parties is not required for release of information is in the public domain. Obligations pursuant to this paragraph shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate actions to execute this Agreement. This Agreement is not valid until the District's board of trustees approves or ratifies this Agreement.

The Parties now hereby execute this Agreement as of the date first set forth above.

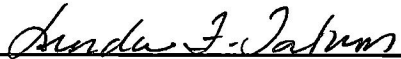
The "District"
**LONG BEACH COMMUNITY
 COLLEGE DISTRICT**
 a public educational agency of the State of
 California

By: 
 Robert Rapoza

Director, Business Support Services

Date 8/23/23

The "Company"
CITY OF LONG BEACH

By: 


Name: LINDA F. TATUM

Title: AST. CITY MANAGER

Date 8-14-2023

Facility's Federal Taxpayer I.D. Number: On file

Approved as to Form:

 8/23/23

Mireille Hernandez Date
 Deputy Director, Purchasing and Contracts

EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.

