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AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE CITY OF LONG BEACH

THIS AFFILIATION AGREEMENT is made and entered into this 18th day of December, 2009 by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, UCLA Center for Prehospital Care – Daniel Freeman Hospital Paramedic Education Program (“PROGRAM”) and The City of Long Beach, on behalf of its Fire Department, an emergency medical services provider (“AFFILIATE”), with reference to the following facts:

WITNESSETH:

WHEREAS, PROGRAM conducts training and instruction programs for students leading to certification and licensure as EMT – Paramedics (hereinafter collectively referred to as “TRAINEES”) and desires access to opportunities in which TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, the licensing and certification rules and regulations for EMT – Paramedics as established by the Los Angeles County Department of Health Services EMS Agency (“DHS”) requires TRAINEES to complete a course of study that includes a clinical experience in a field internship setting; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical experience to TRAINEES and is an approved emergency medical services provider, and AFFILIATE 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 AFFILIATE'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 DHS and other applicable agencies. 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 TRAINEES' educational activities and assignments during the field internship with AFFILIATE. Such person shall be the Program Director and shall also act as liaison with AFFILIATE.

C. Provide each TRAINEE with a pre-assignment health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, and proof of negative TB test.

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. AFFILIATE shall have the opportunity to review and comment on these materials.

F. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES to include, where appropriate, input from AFFILIATE.

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. Require assigned TRAINEES to:

1. Comply with AFFILIATE'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, particulate respirators, and an appropriate uniform.

3. Have personal health insurance through the duration of the PROGRAM.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE 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 DHS.

B. AFFILIATE shall 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 AFFILIATE. Such person shall be the Program Coordinator and shall act as liaison with PROGRAM. The name of AFFILIATE'S Program Coordinator shall be provided to PROGRAM'S Program Director.

D. Implement schedules for TRAINEES in conjunction with the Program Director and in accordance with PROGRAM'S educational goals and objectives. AFFILIATE shall determine the number of TRAINEES permitted to rotate through the field internship. AFFILIATE must ensure that TRAINEES are provided appropriate supervision. TRAINEES are not to be used to replace staff of AFFILIATE and AFFILIATE is ultimately responsible for patient care.

E. Protect the health and safety of TRAINEES on rotation with AFFILIATE by providing each TRAINEE with the following:

1. A brief orientation of the clinical area where TRAINEE will be working, and information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'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 the TRAINEE. Any costs incurred in the treatment of TRAINEES shall be their sole responsibility; and

4. Access to any of AFFILIATE'S applicable reference materials.

F. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and DHS requirements. AFFILIATE shall notify PROGRAM within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, or DHS requirements.

G. Permit inspection of its clinical and related facilities by the Program Director or other UCLA faculty and staff to evaluate TRAINEE performance.

H. With respect to any professional services performed by TRAINEES under this Agreement, AFFILIATE agrees to inform PROGRAM and its Program Director 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 AFFILIATE 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.

The term of this Agreement shall become effective December 1, 2009 and shall continue in effect for five (5) years, through November 31, 2014, or until earlier terminated.

V. TERMINATION.

Notwithstanding any other provision 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 or upon completion of the TRAINEES' rotation, whichever is greater.

VI. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of three million dollars (\$3,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). 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 AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five hundred thousand dollars (\$500,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). 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.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE'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.

4. Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if such automobile insurance is not included as part of the AFFILIATE'S General Liability coverage.

5. 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 VI.A.1 and 2 shall not in any way limit the liability of AFFILIATE. It shall also be understood that the TRAINEES are not employees of AFFILIATE or PROGRAM and that the Workers' Compensation coverage described in Section VI.A.3 shall not apply to TRAINEES.

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

1. Professional Medical and Hospital 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 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 AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). 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.

3. 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.

4. 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 VI.B.1 and 2 shall not in any way limit the liability of PROGRAM.

VII. INDEMNIFICATION.

A. 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, AFFILIATE, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it, or 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, AFFILIATE indemnifies and holds harmless PROGRAM for any loss, cost, or expense that may be imposed upon PROGRAM solely by virtue of said Section 895.2. AFFILIATE agrees to indemnify, defend, and hold harmless PROGRAM against any and all liability, expense, and claims arising from AFFILIATE's acts and omissions. The provisions of Section 2278 of the California Civil Code are made a part hereof as if fully set forth.

B. 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, PROGRAM, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it, or 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, PROGRAM indemnifies and holds harmless AFFILIATE for any loss, cost, or expense that may be imposed upon AFFILIATE solely by virtue of said Section 895.2. PROGRAM agrees to indemnify, defend, and hold harmless AFFILIATE against any and all liability, expense, and claims arising from PROGRAM's acts and omissions. The provisions of Section 2278 of the California Civil Code are made a part hereof as if fully set forth.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE 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, AFFILIATE 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 AFFILIATE 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 AFFILIATE'S medical records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. 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. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to California Code of Civil Procedure section 1280, et seq. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XI. 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.

XII. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XIII. ASSIGNMENT.

Neither AFFILIATE 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. .

XIV. 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 effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XV. 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.

XVI. EXHIBITS.

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

XVII. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE 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.

XVIII. USE OF NAME.

Neither party shall use the name of the other, including the names the Regents of the University of California, UCLA, or the University of California, without the prior written consent of the an authorized representative of the other party.

XIX. 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.

