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LOS ANGELES FIRE DEPARTMENT



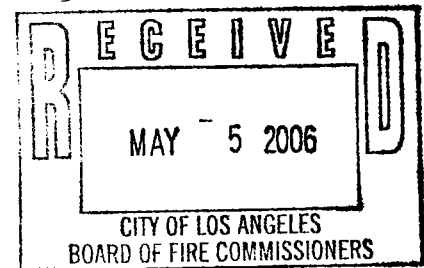
WILLIAM R. BAMATTRE
FIRE CHIEF

March 22, 2006

TO: The Honorable Board of Fire Commissioners
City of Los Angeles

FROM: William R. Bamattre, Fire Chief

SUBJECT: RENEWAL OF THE AFFILIATION AGREEMENT WITH THE
EL CAMINO COMMUNITY COLLEGE DISTRICT



SUMMARY

The Department seeks renewal of its affiliation agreement with the El Camino Community College District (ECCCD). The original agreement took effect May 12, 2003, and had a three-year term. Pursuant to this agreement, the Department is a pre-hospital care provider that provides required field internship training to ECCCD students enrolled in the College's Emergency Medical Technician-Paramedic (EMT-P) training program. Administration of this agreement is revenue neutral as on duty Department Paramedics will supervise the training of the students in the field. The Emergency Medical Services (EMS) Liaison Officer, assigned to the Bureau of Emergency Services (BES), will coordinate assignments and provide liaison with ECCCD. Over the past nine years, the Department has provided internships to an average of 30 ECCCD students annually. Following the original Agreement in 2003, national EMT-P training accreditation standards (enacted in 2004) require a written affiliation agreement between the academic institution and the pre-hospital care provider.

RECOMMENDATION

It is respectfully recommended that the Honorable Board of Fire Commissioners approve and forward to the Mayor the following recommendation:

Authorize the Fire Department to execute the attached proposed renewal of the affiliation agreement with the El Camino Community College District to provide EMT-P field internship training to ECCCD students.

FINDINGS

Emergency Medical Technician-Paramedic-Training in Los Angeles County, is provided by only three accredited institutions, as follows: University of California at Los Angeles (UCLA)/Daniel Freeman Memorial Hospital, ECCCD, and Mount San Antonio College (Mt. SAC). The State of California Emergency Medical Services Authority requires that as part of EMT-P training, trainees must complete a 480-hour field internship with a primary 9-1-1-service provider.



The Department can provide field internships needed by ECCCD and receive reciprocity because our Department members have and may continue to attend their EMT-P training program.

The Department, is the largest approved pre-hospital care provider in Los Angeles County, and has recognized a special long-term obligation to support EMT-P training in the region. The LAFD currently provides 60 internships to UCLA students, 30 to ECCCD students, and 25 to Mt. SAC students on an annual basis. The Department has provided field internships to Mt. SAC for fifteen years and ECCCD for nine years.

The Department has an interest in supporting EMT-P training programs, which creates a larger pool of regionally trained Paramedics available for Department recruitment.

The number of field interns that the LAFD can provide field internships is based on availability of internship assignments on LAFD paramedic rescue ambulance resources.

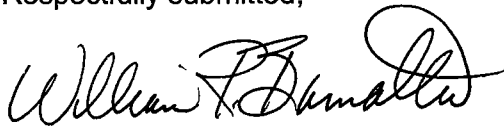
The proposed affiliation agreement draft has been reviewed and approved by the City Attorney and the LAFD Administrative Services Bureau. The Risk Management Section of the CAO has reviewed the document and set insurance requirements. The Department has complied with all other City procedures, laws and policies applicable to the execution of the proposed affiliation agreement.

This proposed affiliation agreement with a governmental entity does not need City Council review and approval per City Administrative Code, Section 10.5.

CONCLUSION

Approval of the proposed contract will continue the Department's affiliation agreement with ECCCD and keep their EMT-P training programs in compliance with national EMT-P training accreditation standards at no additional cost to the City of Los Angeles.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William R. Bamattre", with a stylized flourish at the end.

WILLIAM R. BAMATTRE
Fire Chief

Attachments

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**AFFILIATION AGREEMENT NO. _____
BETWEEN
THE EL CAMINO COMMUNITY COLLEGE DISTRICT
AND THE
LOS ANGELES FIRE DEPARTMENT**

THIS AGREEMENT is entered into by and between the El Camino Community College District, on behalf of the El Camino Community College Paramedic Education Program ("PROGRAM") and the Los Angeles Fire Department, an emergency medical services provider ("AFFILIATE"), with reference to the following facts:

WHEREAS, PROGRAM conducts training and instruction programs for students leading to certification and licensure as Emergency Medical Technician-Paramedics (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 California Code of Regulations (CCR), Title 22, requires TRAINEES to complete a course of study that includes a clinical experience in a field internship setting; and

WHEREAS, said training requires a 480-hour internship for TRAINEES to obtain broader clinical learning experiences in a location providing primary 9-1-1 service; 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, AFFILIATE is guaranteed ten (10) POSITIONS in every paramedic training program as needed, and additional POSITIONS as needed and agreed upon by both the AFFILIATE and PROGRAM; and

WHEREAS, it is in the mutual interest and to the reciprocal benefit of the parties that TRAINEES obtain their clinical experience at AFFILIATE'S facilities.

NOW, THEREFORE, it is agreed as follows:

I. RESPONSIBILITIES OF PROGRAM

PROGRAM agrees that it shall:

- A.** Establish the educational goals and objectives of the TRAINEES' education program in a manner consistent with the standards and requirements set forth by the 22 CCR § 100148 and 22 CCR § 100149, and applicable agencies.

DRAFT 05/04/06 –2 rp

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 AFFILIATE. Such person shall be the Training Coordinator 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, Bloodborne Pathogen Standards. Additionally, provide TRAINEES the necessary education and training to ensure TRAINEES compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 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 before they are furnished to the TRAINEE.
- F.** Develop and implement a mechanism for determining evaluation of the performance of TRAINEES include, where appropriate, input from AFFILIATE.
- G.** Maintain records and reports concerning the education of TRAINEES, which shall include the TRAINEES' 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 as required by HIPAA; and
 - 2.** Have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.
- I.** In response to the services provided to the TRAINEES, AFFILIATE is guaranteed ten (10) POSITIONS in every paramedic training program as

DRAFT 05/04/06 –2 rp

needed, and additional POSITIONS as needed and agreed upon by both the AFFILIATE and PROGRAM.

II. RESPONSIBILITIES OF AFFILIATE

AFFILIATE agrees that in response to receiving POSITIONS in the paramedic training PROGRAM 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 the PROGRAM and the 22 CCR § 100148 and 22 CCR § 100149.
- B. AFFILIATE shall assign each TRAINEE a preceptor with appropriate training and experience to supervise the TRAINEE during each clinical assignment. A preceptor is a State and Los Angeles County licensed Paramedic certified by the Los Angeles County Department of Health Services to instruct Paramedic Trainees in the field. 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 Training Coordinator 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 ensures that TRAINEES are provided appropriate supervision. TRAINEES will not be used to replace staff of AFFILIATE, and AFFILIATE is ultimately responsible for patient care.
- E. Protect the health and safety of TRAINEES 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

DRAFT 05/04/06 –2 rp

including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants;

3. The AFFILIATE shall provide first-aid to paramedic TRAINEES needing such care, but shall not be obligated to furnish any other medical or surgical services to any TRAINEE. In accordance with applicable laws and PROGRAM policies, the AFFILIATE may, upon request, require that any TRAINEE returning from an absence caused by illness or injury be cleared by the PROGRAM or TRAINEE'S employer;
4. Access to 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 PROGRAM and its Program Director or other Program 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.
- I. The AFFILIATE shall retain ultimate control and responsibility for supervision of patient care.
- J. AFFILIATE may, at any time, recommend the discontinuance of the assignment of a particular TRAINEE. PROGRAM will make every effort to promptly comply with such request. If PROGRAM disagrees with AFFILIATE'S request to discontinue a particular TRAINEE'S assignment, the TRAINEE shall not participate at AFFILIATE'S location until

DRAFT 05/04/06 –2 rp

PROGRAM and AFFILIATE representatives have met to discuss AFFILIATE'S request, and the basis therefore.

III. DISCRIMINATION-PROHIBITION

PROGRAM and AFFILIATE agree not to discriminate in the selection, acceptance, or evaluation 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 on May 12, 2006, after execution of this Agreement by all parties hereto, and will expire thirty-six (36) months thereafter, unless terminated or extended earlier by either party.

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 (30) days prior written notice to the other party or upon completion of the TRAINEES' clinical assignment, 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. 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. 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 one million dollars (\$1,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following

DRAFT 05/04/06 –2 rp

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 periodically.
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 periodically 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.

The coverage referred to under paragraph 2 of this Section VI.A. shall be endorsed to include PROGRAM as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish PROGRAM with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to PROGRAM of any modification, change, or cancellation of any of the above insurance coverages.

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

1. Professional Medical and Hospital Liability insurance or self-insurance of three million dollars (\$3,000,000) per occurrence. 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. 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.

DRAFT 05/04/06 –2 rp

2. General Liability Insurance or Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) 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 periodically.
4. Such other insurance in such amounts, which periodically 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.

The coverages referred to under paragraph 2 of this Section VI.B. shall include AFFILIATE as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of PROGRAM, its officers, agents, TRAINEES, and/or employees. PROGRAM, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to AFFILIATE of any modification, change, or cancellation of any of the above self-insurance coverages.

VII. HOLD HARMLESS CLAUSE

Pursuant to the provisions of Sections 895.4 et seq. of the California Government Code, each party agrees to indemnify and hold harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined.

The provisions of the California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

DRAFT 05/04/06 –2 rp

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; 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. The PROGRAM shall provide necessary training to its TRAINEES, prior to beginning their clinical experience, in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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 to written notice to the other party.

DRAFT 05/04/06 –2 rp

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. USE OF NAME

Neither party shall use the name of the other, including the name of El Camino Community College, without the prior written consent of an authorized representative of the other party.

XVI. STANDARD CONTRACT PROVISIONS

The PROGRAM will comply with the Standard Provisions for City contracts (Rev. 10/03), attached hereto as Attachment A and hereby incorporated into and made a part of this Agreement.

DRAFT 05/04/06 –2 rp

XVII. ENTIRE AGREEMENT

This Agreement contains all of 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.

XVIII. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California and any other applicable laws.

XIX. NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in 4 (four) quadruplicate originals, each of which is deemed to be an original. This Agreement includes eleven (11) pages, one (1) Attachment, that constitute the entire understanding and agreement of the parties.

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 prepaid, certified mail, return receipt requested, and addressed as follows:

TO PROGRAM: Mr. Rocky Bonura
Acting Director of Purchasing & Business Services
El Camino Community College District
16007 Crenshaw Boulevard
Torrance, CA 90506
(310) 660-3375

TO AFFILIATE: Emile W. Mack, Deputy Chief
Commander, Bureau of Human Resources
Los Angeles Fire Department
200 North Main Street, Room 1660
Los Angeles, CA 90012
(213) 978-3550

DRAFT 05/04/06 -2 rp

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

DATE: _____

For: CITY OF LOS ANGELES

By: _____
WILLIAM R. BAMATTRE
Fire Chief

DATE: _____

**For: EL CAMINO COMMUNITY
COLLEGE DISTRICT**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

ATTEST:

FRANK MARTINEZ
City Clerk

By: _____
Janet Jackson
Deputy City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

Agreement Number: _____