

LOS ANGELES FIRE DEPARTMENT



SEP 16 2008

DOUGLAS L. BARRY
FIRE CHIEF

September 8, 2008

BOARD OF FIRE COMMISSIONERS
FILE NO. 08-133

TO: Board of Fire Commissioners
FROM: Douglas L. Barry, Fire Chief *DLB*
SUBJECT: RENEWAL OF THE AFFILIATION AGREEMENT WITH THE MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

Recommendations: That the Board:

1. Approve the attached proposed three (3)-year term Affiliation Agreement draft with the Mount San Antonio Community College District (Mt. SAC) Paramedic Education Program in which the Department agrees to provide field internship training to Mt. SAC students enrolled in the Mt. SAC Emergency Medical Technician-Paramedic (EMT-P) training program.
2. Direct the Commission Executive II to forward this Agreement draft to the Mayor for review and approval, in accordance with Executive Directive Number 3.
3. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached Agreement draft with Mt. SAC

Summary:

The Department seeks renewal of its Affiliation Agreement with the Mt. SAC EMT-P training program.

The original Agreement took effect May 17, 2005 and had a three-year term. A successor Agreement with a three-year term was not negotiated until now and is hereby attached. Pursuant to this Agreement, the Department is a pre-hospital care provider that provides required field internship training to Mt. SAC students enrolled in the College's 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, will coordinate assignments and provide liaison with Mt. SAC.

Three accredited institutions provide EMT-P training in Los Angeles County: UCLA/Daniel Freeman Memorial Hospital, El Camino Community College District/Paramedic Training Institute (PTI), and Mt SAC.

National EMT-P training accreditation standards enacted in 2004 require a written affiliation agreement between the academic institution and the pre-hospital care provider. The State of California EMS Authority requires as part of EMT-P training, that trainees must complete a 480-hour field internship with a primary 911-service provider.

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 on an annual basis, 60 internships to UCLA students, 60 internships to PTI students and 18 internships to Mt. SAC students. The Department has provided field internships to PTI for 35 years, UCLA for 27 years and Mt. SAC for 16 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 internships available to Mt. SAC students is based on the availability of internship assignments on Department paramedic rescue ambulance resources.

The proposed Affiliation Agreement Draft has been reviewed and approved as to legal form by the City Attorney. The Risk Management Section of the CAO has reviewed the document and set insurance requirements and 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 Charter Section 373.

Fiscal Impact:

As previously noted, the administration of this proposed Agreement is revenue neutral as on-duty Department Firefighter/Paramedics will supervise the training of Mt. SAC students in the field.

Conclusion:

Approval of the proposed Affiliation Agreement will renew the compliance of Mt.SAC's EMT-P training program with national EMT-P training accreditation standards at no additional cost to the City of Los Angeles. Additionally, approval will maintain a larger pool of regionally trained Paramedics available for Department recruitment.

Board Report prepared by Michael Portnoff, Management Analyst I, In-Service Training Section

Attachment

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**AFFILIATION AGREEMENT NO. _____
BETWEEN
THE MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT
AND THE
LOS ANGELES FIRE DEPARTMENT**

THIS AGREEMENT is entered into by and between the Mt. San Antonio Community College District, on behalf of Mt. San Antonio College-Hospital Paramedic Education Program ("Mt. SAC") and the City of Los Angeles ("CITY"), a municipal corporation, by and through its Fire Department ("LAFD"), an emergency medical services provider, with reference to the following facts:

1. Mt. SAC conducts training and instruction programs for students leading to certification and licensure as Emergency Medical Technician ("EMT")-Paramedics (collectively referred to as "TRAINEES") and desires access to opportunities in which TRAINEES can obtain broader clinical learning experiences; and
2. 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
3. Such training requires a 480-hour internship for TRAINEES to obtain broader clinical learning experiences in a location providing primary 9-1-1 service; and
4. LAFD maintains facilities which can be used to furnish clinical experience to TRAINEES and is an approved emergency medical services provider, and LAFD desires to have their facilities used as a Field Internship site; and
5. LAFD has personnel that it wishes to have trained at Mt. SAC and reserves POSITIONS as necessary, if available, in Mt. SAC's paramedic-training program; and

NOW, THEREFORE, it is agreed as follows:

A. RESPONSIBILITIES OF MT. SAC

Mt. SAC agrees that it will:

1. Establish the educational goals and objectives of the TRAINEES' education program in a manner consistent with the standards and requirements established by the applicable law, including but not limited to 22 CCR § 100148 et. seq. and the standards of applicable regulatory agencies.
2. Designate a member of Mt. SAC's staff to provide coordination, oversight and direction of TRAINEE'S educational activities and assignments during the field internship with LAFD. Such person shall be the Training Coordinator and shall also act as liaison with LAFD.

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3. Ensure that each TRAINEE has a pre-assignment health assessment, which includes a history of immunizations, proof of a Hepatitis B vaccination or immunization, proof of a Measles Mumps and Rubella vaccination, and proof of a negative Tuberculosis test.
4. Educate TRAINEES regarding compliance with all required OSHA Regulations including, but not limited to, Blood borne 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.
5. Furnish each TRAINEE with a clinical experience manual or materials that describe the goals, policies, and procedures of the Mt. SAC training program. LAFD shall have the opportunity to review and comment on these materials before they are furnished to the TRAINEE.
6. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES including, where appropriate, input from LAFD.
7. 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.
8. Require assigned TRAINEES to comply with LAFD's applicable policies, procedures and guidelines, applicable state and federal laws, including those concerning the confidentiality of patient care and patient care records as required by HIPAA.
9. Require TRAINEES to have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.
10. Inform LAFD and its Program Coordinator immediately upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
11. Inform LAFD and its Program Coordinator within five business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.
12. Inform LAFD and its Program Coordinator 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.

B. RESPONSIBILITIES OF LAFD

LAFD agrees that it will:

1. To the extent that staff and equipment are available, LAFD will meet the educational goals and objectives of Mt. SAC in a manner consistent with the standards and requirements established by Mt. SAC and the applicable law, including but not limited to sections 22 CCR § 100148 and 22 CCR § 100149. If LAFD cannot meet the goals and objectives, LAFD will notify Mt. SAC and work with Mt. SAC on a mutually agreeable resolution.
2. 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 will monitor the TRAINEE'S progress and evaluate the TRAINEE at the end of each shift on forms provided by Mt. SAC.
3. Designate, after consultation with Mt. SAC, a person to coordinate TRAINEES' schedules and activities while working with LAFD. Such person shall be the Program Coordinator and shall act as liaison with Mt. SAC. The name of LAFD'S Program Coordinator shall be provided to Mt. SAC's Program Director.
4. Implement schedules for TRAINEES in conjunction with the Training Coordinator and in accordance with Mt. SAC's educational goals and objectives. LAFD shall determine the number of TRAINEES permitted to rotate through the field internship. LAFD ensures that TRAINEES are provided appropriate supervision. TRAINEES will not be used to replace staff of LAFD, and LAFD is ultimately responsible for patient care.
5. Provide each TRAINEE with a brief orientation of the clinical area where TRAINEE will be working, and information about LAFD'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.
6. Provide instruction in LAFD'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in LAFD'S protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.
7. Provide first-aid to paramedic TRAINEES needing such care, but is not obligated to furnish any other medical or surgical services to any TRAINEE. In accordance with applicable laws and Mt. SAC policies, the LAFD may,

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upon request, require that the Mt. SAC or TRAINEE'S employer clear any TRAINEE returning from an absence caused by illness or injury.

8. Provide access to LAFD'S applicable reference materials.
9. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and DHS requirements. LAFD shall notify Mt. SAC within five days of receipt of notice that LAFD is not in compliance with any such laws, regulations, or DHS requirements.
10. Permit inspection of its clinical and related facilities by Mt. SAC and its Program Director or other Program faculty and staff to evaluate TRAINEE performance.
11. Inform Mt. SAC and its Program Training Coordinator upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
12. Inform Mt. SAC and its Training Coordinator within five business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.
13. Inform Mt. SAC 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.
14. The LAFD retains ultimate control and responsibility for supervision of patient care.
15. LAFD may, at any time, recommend the discontinuance of the assignment of a particular TRAINEE. Mt. SAC will make every effort to promptly comply with such request. If Mt. SAC disagrees with LAFD'S request to discontinue a particular TRAINEE'S assignment, the TRAINEE shall not participate at LAFD'S location until Mt. SAC and LAFD representatives have met to discuss LAFD'S request and the basis therefore.

C. DISCRIMINATION-PROHIBITION

Mt. SAC and LAFD 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.

D. TERM

The term of this Agreement shall become effective upon execution of this Agreement by all parties hereto, and will expire thirty-six (36) months thereafter, unless terminated or extended earlier by either party in accordance with this Agreement.

E. TERMINATION

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.

F. INDEMNIFICATION AND INSURANCE

The parties agree to provide the insurance as follows.

1. LAFD

LAFD at its sole cost and expense will insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

a. General Liability Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence.

b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

c. Professional Medical Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence.

d. Workers' Compensation and Employers Liability Self-Insurance Program covering City's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

e. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

f. It should be expressly understood, however, that the coverages required under Sections a, b, and c above will not in any way limit the liability of the LAFD.

g. The coverages referred to under section a and b above will include Mt. SAC as an insured. Such a provision, however, will apply only in proportion to and to the extent of the negligent acts or omissions of LAFD and the City, its officers, employees and agents. LAFD and the City, upon execution of this Agreement, will furnish Mt. SAC with Certificates of Self-Insurance evidencing compliance with all requirements.

2. Mt. SAC

Mt. SAC at its sole cost and expense will insure its activities in connection with this Agreement by maintaining programs of insurance or self-insurance as follows:

a. General Liability Insurance or Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence.

b. Business Automobile Liability Insurance or Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

c. Professional Medical and Hospital Liability Insurance or Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence.

d. Workers' Compensation and Employers Liability Insurance or Self-Insurance Program covering Mt. SAC's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

e. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

f. It should be expressly understood, however, that the coverages required under Sections a, b, and c above will not in any way limit the liability of Mt. SAC.

g. The coverages referred to under section a and b above will include LAFD and City as an insured. Such a provision, however, applies only in proportion to and to the extent of the negligent acts or omissions of Mt. SAC, its officers, employees and agents. Mt. SAC, upon execution of this Agreement, will furnish LAFD with Certificates of Self-Insurance evidencing compliance with all requirements.

3. LAFD and the City agree to defend, indemnify and hold harmless Mt. SAC, its officers, employees and agents from and against any and all liability, loss, expense, (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LAFD or City, its officers, employees or agents.
4. Mt. SAC will defend, indemnify and hold harmless LAFD and City, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or

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or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Mt. SAC, its officers, employees or agents.

G. COOPERATION IN DISPOSITION OF CLAIMS

LAFD and Mt. SAC 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. Mt. SAC shall be responsible for discipline of TRAINEES in accordance with Mt. SAC's applicable policies and procedures. Any documents submitted under this section will be submitted in accordance with applicable law. To the extent allowed by law, LAFD and Mt. SAC 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 LAFD or Mt. SAC to disclose any peer review documents, records, communications, which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege, or under the Attorney Work-Product Privilege, or records that are protected under HIPAA.

H. PATIENT RECORDS

Any and all of LAFD'S medical records and charts created at LAFD'S facilities as a result of performance under this Agreement shall be and shall remain the property of LAFD.

I. 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 written notice to the other party.

J. ASSIGNMENT

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

K. 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.

L. 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.

M. MODIFICATIONS AND AMENDMENTS

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

N. USE OF NAME

Neither party shall use the name, insignia or trade mark of the other, including Mt. SAC, LAFD or City of Los Angeles without the prior written consent of an authorized representative of the other party.

O. STANDARD CONTRACT PROVISIONS

1. **Notice.** Any notice required to be given to either Party is deemed to have been given and to be effective on the date of delivery if delivered in person, or five days after mailing if mailed by first-class certified mail, postage paid, to the respective addresses given below:

Mt. SAC:

Sarah Daum, Dean
Technology and Health Division
Mt. San Antonio College
1100 N. Grand Ave.
Walnut, CA 91789

LAFD:

Douglas L. Barry, Fire Chief
Los Angeles Fire Department
CHE, Room No. 1800
200 N. Main Street
Los Angeles, CA 90012

With a copy to:

A.P. Fox, Deputy Chief
Los Angeles Fire Department
CHE, Room No. 1660
200 N. Main Street
Los Angeles, CA 90012

2. **Construction of Provisions and Titles Herein.** All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the LAFD or Mt. SAC. The word "Mt. SAC" or "LAFD" herein and in any amendments hereto includes the party or parties identified in the Contract, wherein this Section is incorporated by reference; the singular shall include the plural; and use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.
3. **Applicable Law, Interpretation and Enforcement.** Each party's performance hereunder will comply with all applicable laws of the United States of America, the State of California, and the CITY (to the extent applicable to a governmental entity and in accordance with this Agreement as noted herein) including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract will be enforced and interpreted under the laws of the State of California. Mt. SAC will comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract will not be affected thereby.
4. **Integrated Contract.** This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and

all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph M.

5. **Independent CONTRACTOR/CONSULTANT.** This agreement is not construed as creating a partnership, joint venture, employment or agency relationship between the parties. Mt. SAC shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.
6. **Prohibition Against Assignment or Delegation.** Neither party may:
 - a. Assign or otherwise alienate any of its rights hereunder, including the right to payment without written permission of the other party; or
 - b. Delegate, subcontract, or otherwise transfer any of its duties hereunder without written permission of the other party.
7. **Permits.** Mt. SAC and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for Mt. SAC's performance hereunder and shall pay any fees required therefore. Mt. SAC certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.
8. **Americans with Disabilities Act.** Mt. SAC and LAFD agree to comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., (ADA) and its implementing regulations. Any subcontract entered into by Mt. SAC, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.
9. **Retention of Records, Audit and Reports.** Mt. SAC will maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the LAFD. These records will be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records are subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during normal business hours, with reasonable notice to Mt. SAC, during the terms of this contract or within the three years following the final payment made by the CITY hereunder or the termination date of this Contract, whichever occurs last. Mt. SAC will provide any reports requested by the CITY regarding performance of this Contract.
10. **Separation of Church and State.** Mt. SAC agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. Mt.

SAC further agrees that it will not perform or permit the performance of religious activities in connection with this Contract and will not discriminate against any person applying for services provided under this Contract on the basis of religion.

11. **Political Activity and Lobbying Prohibited.** None of the funds furnished by the LAFD hereunder will be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.
12. **No Third Party Beneficiaries.** The parties intend none of the provisions contained in this Agreement, nor will they be deemed, to confer any benefit on any person not a Party to this Agreement.
13. **Ratification.** Because Mt. SAC's services must be provided continuously on an ongoing basis, Mt. SAC may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified by LAFD.

P. CITY CONTRACTING ORDINANCES

1. **Child Support Assignment Orders.** This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10, of the Los Angeles Administrative Code, to the extent that it does not exceed the requirements imposed by State or Federal laws regarding child support. Pursuant to this Ordinance, Mt. SAC certifies that it will:
 - a. Fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders;
 - b. Fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and
 - c. Maintain such compliance throughout the terms of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Mt. SAC to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Mt. SAC to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by Mt. SAC under the terms of this Contract, subjecting this Contract to termination where such

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failure shall continue more than ninety (90) days after notice of such failure to Mt. SAC by LAFD.

Any subcontract entered into by Mt. SAC relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of Mt. SAC to obtain compliance of its subcontractors shall constitute a default by Mt. SAC under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Mt. SAC by the LAFD.

Mt. SAC shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Mt. SAC assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

2. **Exemptions.** Mt. SAC has obtained the appropriate exemptions for the following Standard Contract Provisions under Section O of this Agreement, and that accordingly, Mt. SAC is exempt from the contractual obligations set forth in those sections: Section 8 (CITY Business Tax Ordinance – Exhibit A; Section 10 (Living Wage Ordinance – Exhibit B); Section 14 (Equal Benefits Ordinance – Exhibit C); and Section 15 (Slavery Disclosure Ordinance – Exhibit D).

- a. **Current Los Angeles City Business Tax Registration Certificate.**

Mt. SAC represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, Mt. SAC will maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificates to be revoked or suspended.

- b. **Living Wage Ordinance and Service Contractor Worker Retention Ordinance.**

- i. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles

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Administrative Code, as amended from time to time. The Ordinances require the following:

- (a) Mt. SAC assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- (b) Mt. SAC further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Mt. SAC shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Mt. SAC shall deliver the executed pledges from each such subcontractor to the LAFD within ninety days of the execution of the subcontract. Mt. SAC's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Mt. SAC with respect to such pledges and fully discharge the obligation of the Mt. SAC to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.
- (c) Mt. SAC, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the LAFD with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Mt. SAC shall post the Notice of Prohibition Against Retaliation provided by the CITY.
- (d) Any subcontract entered into by Mt. SAC relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
- (e) Mt. SAC shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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- ii. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject Mt. SAC has violated provisions of either the LWO or the SCWRO or both.
- iii. Where under the LWO Section 10.37. 6 (d), the designated administrative agency has determined:
 - (a) That Mt. SAC is in violation of the LWO in having failed to pay some or all of the living wage, and
 - (b) That such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due Mt. SAC in accordance with the following procedures. Impoundment shall mean that from monies due Mt. SAC, the awarding authority may deduct the amount determined to be due and owing by Mt. SAC to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether Mt. SAC is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. Mt. SAC may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

- c. **Equal Benefits Ordinance.** Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provision of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

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- i. During the performance of the Contract, Mt. SAC certifies and represents that Mt. SAC will comply with the EBO. Mt. SAC agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the LAFD, Mt. SAC will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Office of the Bureau of Contract Administration, Equal Employment Opportunities Enforcement Section at (213) 847-1922.”
 - ii. The failure of Mt. SAC to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
 - iii. If Mt. SAC fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
 - iv. Failure to comply with the EBO may be used as evidence against Mt. SAC in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
 - v. If the CITY determines that Mt. SAC has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the LAFD. Violation of this provision may be used as evidence against Mt. SAC in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- d. **Slavery Disclosure Ordinance.** Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Mt. SAC certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

- Q. **Number of Pages and Attachments.** This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes seventeen (17) pages that constitute the entire understanding and agreement of the parties.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated.

DATE: _____

MT. SAN ANTONIO COLLEGE

By: _____

SARAH DAUM, Dean
Technology and Health Division
On behalf of Mt. San Antonio College -
Hospital Paramedic Education Program

DATE: _____

THE CITY OF LOS ANGELES

By: _____

DOUGLAS L. BARRY
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

KAREN E. KALFAYAN, City Clerk

By: _____

LAUREL L. LIGHTNER
Assistant City Attorney

By: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Contract No. _____