

AFFILIATION AGREEMENT BETWEEN MT. SAN ANTONIO COLLEGE AND CITY OF REDONDO BEACH

THIS AFFILIATION AGREEMENT is made and entered into by and between MT. SAN ANTONIO COLLEGE (hereinafter referred to as "*Program*"), 1100 N. Grand Avenue, Walnut, CA 91789, and the City of Redondo Beach on behalf of its Fire Department (hereinafter referred to as "*Affiliate*"), 415 Diamond St, Redondo Beach, CA 90277, with reference to the following facts:

RECITALS:

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

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

WHEREAS, 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. <u>RESPONSIBILITIES OF PROGRAM</u>. 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 Affiliate. 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 Clinical Coordinator and shall also act as liaison with Affiliate.
 - C. Provide each Trainee with a pre-assigned health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, proof of negative TB test, and proof of varicella titer.
 - D. Educate trainees regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.
 - E. Furnish each Trainee with a clinical experience manual or materials that describe the goals, policies, and procedures of the Program. 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. Maintain medical malpractice insurance for Trainees during the field internship with Affiliate.
 - I. Program recognizes that Trainees are not covered by Affiliate's Workers' Compensation Insurance or Self-Insured Program. Program represents and warrants that it will maintain or ensure that its Trainees are covered under Program's Workers' Compensation Insurance should any Trainee be injured

or become ill during their clinical internship. Program will provide Affiliate with a written verification of insurance coverage in the form of a certificate of insurance prior to the commencement of the program.

J. Require assigned Trainees to:

- 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 and an appropriate uniform.
- K. Provide Trainees with initial training, prior to any rotation with Affiliate, on safety, infection control, patient confidentiality, and HIPAA compliance, using materials and standards in accordance with applicable federal and state laws and regulations.
- L. Ensure Trainees shall not independently diagnose, treat, or provide emergency care, except as expressly permitted by applicable law and only under the immediate supervision and direction of an authorized and qualified Affiliate preceptor.

II. <u>RESPONSIBILITIES OF AFFILIATE</u>. 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 Affiliate.
- B. Assign each Trainee a preceptor with appropriate training and experience to supervise the Trainee during each clinical assignment. The preceptor shall monitor the Trainee's progress and evaluate the Trainee at the end of each shift on forms provided by the Program.
- C. Designate, after consultation with Program, a person to coordinate
 Trainees' schedules and activities while working with 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 Clinical Coordinator.

- D. Implement schedules for Trainees in conjunction with the Clinical 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 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:
 - 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 Program.
 - 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 Program requirements.

 Affiliate shall notify Program within five days of receipt of notice that

- Affiliate is not in compliance with any such laws, regulations, or Program requirements.
- G. Permit inspection of its clinical and related facilities by the Clinical Coordinator or other Program faculty and staff to evaluate Trainee performance.
- H. With respect to any professional services performed by Trainees under this Agreement, Affiliate agrees to inform Program and its Clinical Coordinator as follows:
 - 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
 - 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. <u>DISCRIMINATION – PROHIBITION.</u>

Program and Affiliate shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Neither Program nor Affiliate shall discriminate against any Trainee on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Both Program and Affiliate shall ensure that the evaluation and treatment of Trainees are free from such discrimination and harassment. Program shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

For avoidance of doubt, nothing in this section shall be construed to create an employment relationship between Trainee and Affiliate, nor to confer employment related rights or remedies under California law.

IV. TERM.

This Agreement shall commence on July 15, 2025 and terminate on December 31, 2029.

V. TERMINATION.

Notwithstanding any other provisions to the contrary, this Agreement may be terminated with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the rotations of all currently enrolled trainees.

VI. INSURANCE.

- A. As a condition precedent to the effectiveness of this Agreement, Program shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - 1. General Liability self-insurance with limits of two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to 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 fifty thousand dollars (\$50,000).
 - 2. Student Professional Liability self-insurance with an effective date which coincides with the effective date of this Agreement.
 - 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.
 - 5. The insurance or self-insurance coverage maintained by the Program shall name Affiliate, its officers, elected and appointed officials, employees, and volunteers as an additional insured.

6. Program shall furnish Affiliate with *Certificate of Coverage* evidencing compliance with all requirements. Certificate shall provide for advance written notice to Affiliate of any modification, change or cancellation of any of the above insurance coverages.

VII. <u>INDEMNIFICATION</u>.

- A. To the fullest extent permitted by applicable law, Affiliate shall defend, indemnify and hold Program, its officers, employees, Board, volunteers, agents, and Trainees harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), damages, actions, or claims for injury arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, damage, action, or claim for injury are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officers, employees, or agents.
- B. To the fullest extent permitted by applicable law, Program shall defend, indemnify and hold Affiliate, its officials, officers, employees, contractors, volunteers, and agents harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), damages, actions, or claims for injury arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, damage, action, or claim for injury are caused by or result from the negligent or intentional acts or omissions of Program, its officers, employees, Board, volunteers, agents, or Trainees, regardless of whether such acts occur on or off the Affiliate's premises. Upon written notice and tender of defense, Program's duty to defend shall be immediate and not contingent on a determination of fault, subject to the right to seek equitable apportionment after final adjudication.
- C. Notwithstanding Program's obligation to defend under this section, Affiliate shall retain sole authority to manage the defense of any claims involving its officials, officers, employees, contractors, agents, or volunteers, and shall have exclusive authority to approve any settlement involving Affiliate or any of its personnel. No settlement may be made on behalf of Affiliate

- without its prior written consent.
- D. Nothing in this section shall be construed to require either party to indemnify or defend the other for the sole negligence or willful misconduct of the indemnitee.

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.

Program shall ensure that any records accessed or duplicated pursuant to this section are solely for the limited and specified purposes authorized herein and in full compliance with HIPAA, the California Confidentiality of Medical Information Act ("CIMA"), and all other applicable laws. Any access for educational or research purposes shall be limited to de-identified records. Program shall maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and security of all such records. Program shall document and log all records accessed or duplicated and shall provide such logs to Affiliate upon written request.

Program shall return or securely destroy all identifiable patient records upon conclusion of the Agreement or upon demand, unless otherwise required by law.

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, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XI. ATTORNEYS' FEES.

In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

XII. 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.

XIII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIV. WAIVER.

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

XV. EXHIBITS.

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

XVI. MODIFICATIONS AND AMENDMENTS.

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

XVII. USE OF NAME.

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

XVIII. ENTIRE AGREEMENT.

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

XIX. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any legal action or proceeding arising from or related to this Agreement shall exclusively be in the Superior Court for the County of Los Angeles.

XX. NOTICES.

All notices required under this Agreement shall be given by certified mail, return receipt requested, and addressed as follows:

TO PROGRAM: Mt. San Antonio College

1100 N. Grand Avenue

Walnut, CA 91789

Attn: Lance Heard

Dean, Technology & Health Division

TO AFFILIATE: City of Redondo Beach

Fire Department

401 S. Broadway

Redondo Beach, CA 90277

Attn: Issac Yang

Division Chief, Emergency Medical Services Division

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

XXI. SURVIVAL.

The rights and obligations of the parties under Sections VI (Insurance), VII (Indemnification), VIII (Cooperation in Disposition of Claims), IX (Patient Records), XI (Attorneys' Fees), and this Section XXI shall survive the expiration or earlier termination of this Agreement.

SIGNATURES ON THE NEXT PAGE

The parties have executed this Agreement as set forth below.

MT. SAN ANTONIO COLLEGE		
By:	Date:	7/1/2025 10:34 AM PDT
Name: Kelly Fowler Title: Vice President of Instruction		
By:	Date:	7/1/2025 10:55 AM PDT
Title: Dean, Technology & Health Division		
CITY OF REDONDO BEACH		
By:	Date:	
ATTEST		
By:	Date:	
APPROVED		
By:	Date:	
APPROVED AS TO FORM		
By:	Date:	
Name: Joy A. Ford Title: City Attorney		

Statewide Association of Community Colleges CERTIFICATE OF COVERAGE Protected Insurance Program for Schools

LICENSE # 0451271

Issue Date

7/3/2025

ADMINISTRATOR:

Keenan & Associates 901 Calle Amanecer, #200 San Clemente, CA 92673

Sophia Canez Llamas License No. 4373942 310-212-0363 sllamas@keenan.com

COVERED PARTY:

Mt. San Antonio CCD 1100 North Grand Avenue Walnut CA 91789 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Statewide Association of Community Colleges

ENTITY B: Protected Insurance Program for Schools

ENTITY C:

ENTITY D:

ENTITY E

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
А	GENERAL LIABILITY [SWC 01514-04	7/1/2025 7/1/2026	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY [✓ ANY AUTO [✓ HIRED AUTO [✓ NON-OWNED AUTO [✓ GARAGE LIABILITY [✓ AUTO PHYSICAL DAMAGE	SWC 01514-04	7/1/2025 7/1/2026	\$ 25,000	combined single limit each occurrence \$ 5,000,000
А	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	SWC 01514-04	7/1/2025 7/1/2026	\$ 5,000	\$ 500,250,000 EACH OCCURRENCE
А	STUDENT PROFESSIONAL LIABILITY	SWC 01514-04	7/1/2025 7/1/2026	\$ 5,000	s Included EACH OCCURRENCE
В	WORKERS COMPENSATION [EMPLOYERS' LIABILITY	PIPS 0014722	7/1/2025 7/1/2026	\$	[]WC STATUTORY LIMITS [
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

For the Affiliation Agreement between Mt. San Antonio Community College District and City of Redondo Beach, Fire Department for trainings and instruction programs for students leading to certification as EMT-Paramedics.

Agreement Term: July 1, 2025 - June 30, 2029.

Four Million Dollar (\$4,000,000) aggregate provided for General Liability and Professional Liability as required by the agreement.

CERTIFICATE HOLDER:

City of Redondo Beach Fire Department 415 Diamond St, Redondo Beach CA 90277 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS

John Stephens

AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Mt. San Antonio CCD	COVERAGE DOCUMENT SWC 01514-04	ADMINISTRATOR Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Redondo Beach
Fire Department
415 Diamond St,
Redondo Beach CA 90277

As Respects:

For the Affiliation Agreement between Mt. San Antonio Community College District and City of Redondo Beach, Fire Department for trainings and instruction programs for students leading to certification as EMT-Paramedics. Agreement Term: July 1, 2025 - June 30, 2029. Four Million Dollar (\$4,000,000) aggregate provided for General Liability and Professional Liability as required by the agreement.

Affiliate, its officers, elected and appointed officials, employees, and volunteers as an additional covered parties.

Authorized Representative

Issue Date: 7/3/2025