



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Fire

MEETING DATE: January 21, 2025

STAFF REFERENCE: Chris Huson, Division Chief

AGENDA LOCATION: CC-10

TITLE: Affiliation Agreement with Mount San Antonio College Related to EMT-Paramedics Training and Instruction Programs for the Period Ending January 1, 2030

OBJECTIVE: To approve an affiliation agreement with Mount San Antonio College (Mt. SAC) where Monrovia Fire & Rescue will perform as a host agency for EMT-Paramedic trainees completing the field internship component of paramedic training

BACKGROUND: The Firefighter Paramedic position requires a paramedic certification. To obtain the Paramedic certification, a trainee must complete training in three phases: Didactic (560 hours), Clinical (164 hours), and Field Internship (480+ hours). Each trainee is required to complete a clinical rotation in the hospital as well as successfully completing the Los Angeles County Accreditation Exam prior to entering field internship. The field internship component requires trainees to successfully complete a minimum of 480 hours of field training with an active paramedic provider. Field internships are an important part of the training/certification process that provides students with the tools to master the complex skills of paramedicine. Through creating a partnership with Mount San Antonio College, Monrovia Fire and Rescue will serve as an active paramedic provider for the field internship component of the training. During this process, trainees are required to comply with Monrovia Fire and Rescue policies and procedures. Through the internship, trainees perform the full scope of practice of an EMT-Paramedic under the direct supervision of at least one certified EMT-Paramedic with a minimum of 2 years of experience.

The internship program helps to broaden the pool of certified and well-trained EMT-Paramedic candidates, and potential EMT-Paramedic candidates become acquainted with Monrovia Fire & Rescue as a possible employer. Monrovia Fire and Rescue employees assigned as preceptors benefit through leadership opportunities created through the training as well as receiving EMS continuing education hours required for recertification.

Although there has been a lapse in partnership between the City and Mt. SAC for several years, both parties desire to create a partnership and formalize it with the proposed affiliation agreement. Staff recommends approving the agreement with Mt. SAC to allow Monrovia Fire & Rescue to host paramedic internships for five (5) years, through December 2029

ANALYSIS: Fire Departments across Los Angeles County maintain affiliations with paramedic training programs to develop certified EMT-Paramedics to serve the community. Mt. SAC is a local paramedic training program that must actively maintain affiliations with host agencies such as Monrovia Fire & Rescue to meet the necessary requirements of their Paramedic Certification Program. With field internship being a large component of the training program, active agreements are necessary to support student field placement. Continuing an affiliation allows the paramedic program an avenue to successfully train paramedic students for field operations thus maintaining the number of affiliate agencies available for field internship opportunities for trainees.

ENVIRONMENTAL IMPACT: This agreement has no environmental impact.

FISCAL IMPACT: There is no fiscal impact associated with this agreement.

OPTIONS: The following options are presented for consideration:

1. Approve the affiliation agreement with Mount San Antonio College related to EMT-Paramedics training and instruction programs for the period ending January 1, 2030.
2. Reject the agreement with Mount San Antonio College. Without the agreement in place, Mount San Antonio College EMT-Paramedic trainees will need to seek their training with other host agencies.

RECOMMENDATION: Staff recommends option 1, to approve the affiliation agreement with Mount San Antonio College to allow Monrovia Fire & Rescue to host paramedic internships for five (5) years, through December 2029.

COUNCIL ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion to approve the affiliation agreement with Mount San Antonio College related to EMT-Paramedics training and instruction programs for the period ending January 1, 2030, and authorize the City Manager to execute the necessary documents in form approved by the City Attorney.



**AFFILIATION
AGREEMENT BETWEEN
MT. SAN ANTONIO COLLEGE
AND
MONROVIA FIRE & RESCUE**

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 MONROVIA FIRE & RESCUE (hereinafter referred to as "*Affiliate*"), 141 E. Lemon Avenue, Monrovia, CA 91016, 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. RESPONSIBILITIES OF PROGRAM. Program agrees that it shall:
- A. Establish the educational goals and objectives of the paramedic education program in a manner consistent with the standards and requirements set forth by 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. Development 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:
 - 1. Comply with Affiliate's applicable policies, procedures and guidelines, and applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records; and
 - 2. Have all required personal protective equipment including, but not limited to, safety goggles and an appropriate uniform.

II. RESPONSIBILITIES OF AFFILIATE. Affiliate agrees that it shall:

- A. Maintain adequate staff and equipment to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by Program and 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:
 - 1. A brief orientation of the clinical area where Trainee will be working, and information about Affiliate's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in Affiliate's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in Affiliate's protocols for on-the-job injuries, including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;
 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needlestick injury to or other exposure of Trainee to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800-342-2437). The initial care and administration of testing and prophylactic therapy shall be paid for by 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:
1. Immediately upon initiation of an investigation into the conduct of a Trainee;
 2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a Trainee; or

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Trainee has been named or in which a settlement is being proposed on their behalf.

III. DISCRIMINATION – PROHIBITION.

Program and Affiliate agree not to discriminate in the selection or acceptance of any Trainee pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or Program policy.

IV. TERM.

This Agreement shall commence on **February 1, 2025** and terminate on **January 1, 2030**.

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 one million dollars (\$1,000,000) per occurrence, with no annual aggregate limit. 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.

3. Workers' Compensation Self-Insurance Program covering Program's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

Program, upon the execution of this Agreement, 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. INDEMNIFICATION.

- A. 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. Program shall defend, indemnify and hold Affiliate, its officers, employees, Board, 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.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

Affiliate and Program agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement and making witnesses available. Program shall be responsible for discipline of Trainees in accordance with Program's applicable policies and procedures.

To the extent allowed by law, Affiliate and program shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either Affiliate or Program to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

IX. PATIENT RECORDS.

Any and all of Affiliate's medical records and charts created at Affiliate's facilities as a result of performance under this Agreement shall be and shall remain the property of Affiliate. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state, and local laws.

X. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XI. ATTORNEYS' FEES.

Except as expressly provided for in this Agreement, or as authorized by law, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of this Agreement or the performance of either the District or the Contractor thereunder.

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. 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.

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.

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 paid, 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: Monrovia Fire & Rescue
141 E. Lemon Avenue
Monrovia, CA 91016
Attn: Jeremy Sanchez, Fire Chief

The parties have executed this Agreement as set forth below.

MT. SAN ANTONIO COLLEGE

By: _____ Date: _____
Name: Kelly Fowler
Title: Vice President of Instruction

By: _____ Date: _____
Name: Lance Heard
Title: Dean, Technology & Health Division

FIRE DEPARTMENT

By: _____ Date: _____

Name: Jeremy Sanchez

Title: Fire Chief