



35131

STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and **City of Long Beach** ("City").

I. EDUCATIONAL PROGRAMS

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students enrolled in College of Liberal Arts internship courses and placed at the City by the University. City shall provide practical field work experience pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources and supervision to students.

A. City:

- 1) Will allow University students reasonable access to its site in order to fulfil internship hours and requirements within the scope of services offered by the City. City shall determine the number of students it is capable of accepting for field work placement.
- 2) Will assign a supervisor to coordinate and oversee the internship experience, ensure the student is performing tasks consistent with the learning objectives, verify hours completed and provide feedback on the student's performance.
- 3) Will allow management or employees to participate in meetings, complete verification forms or otherwise communicate with University faculty regarding the program.
- 4) Will provide an orientation to University students pertaining to its site and any policies.
- 5) Has the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event City determines a student is not satisfactorily participating in the program, City shall consult with University regarding the reasons for denying participation of such student.
- 6) Will coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's field education experience.

B. University:

- 1) Make a request to the City for placement of a student or students within the City for the student's internship experience.
- 2) Keep all academic records of students participating in said program per University records retention requirements.
- 3) Designate a faculty member to participate with the City designee in implementing and coordinating the program of supervised field placement.
- 4) Advise students they are required to conform to all applicable City policies, procedures and regulations.
- 5) In consultation and coordination with the City's Director and staff, plan for the internship experience to be provided to students.
- 6) In consultation and coordination with the City's Director arrange for periodic conferences between appropriate representatives of the University and City to evaluate the internship experience.

II. GENERAL PROVISIONS

- A. **Term of Agreement** - The term of this Agreement shall begin when fully executed and shall continue for a period of one (1) year, from January 1, 2019 to December 31, 2019, unless earlier terminated. This Agreement may be extended for additional one (1) year periods as mutually agreed in writing by all parties. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.

- B. Relationship of Parties** – City (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. Indemnification** - Both the City and University are public entities under Government code Section 895.2. Pursuant to Government code Section 895.4, each party shall assume liability for bodily injury or death and property damage caused by its negligence or willful misconduct arising from or connected with its performance under this Agreement to the extent that such liability would be imposed in the absence of Government code Section 895.2. To that end, each party shall indemnify and hold the other harmless from and against any damage, demand, cause of action, claim loss, cost, expense or liability that may be imposed on such other party by virtue of Government code Section 895.2 arising from or connected with its performance under this Agreement. Each party waives subrogation. The provisions of Civil Code Section 2778 are made a part hereof as if fully set forth.
- University shall require that all students participating in an internship under this Agreement sign an indemnification form with the City agreeing to indemnify and hold harmless the City from and against any damage, demand, cause of action, claim loss, cost, expense or liability arising from or connected with his or her performance under this Agreement.
- D. Volunteer Status** - While in the performance of this Agreement, the students shall serve as volunteers without compensation and are not to be considered officers, employees, representatives or agents of either Party.
- E. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. Health Testing** – If City requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc) for students prior to placement, students shall provide proof of satisfactory health history directly to City.
- G. Background Check/Finger-Printing** - If City requires University’s students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with City.
- H. Orientation** – City shall provide an orientation to students, including familiarity with the building/property and policies regarding safety and proper business operations.
- I. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the County of Los Angeles, State of California.
- J. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party’s name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- K. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- L. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of City.
- M. Confidentiality of Medical Records (HIPAA)** – *[For clinical/medical placements only]* All of City’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of City. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Students shall be considered to be members of City’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of Clinical Training at City, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to City’s HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to City’s HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a “business associate” of City under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of City. There will be no exchange of individually identifiable protected health information between University and City.

- N. **Locations** – If City operates more than one location capable of accepting student interns, all locations under its management or control will be covered by the terms of this Agreement.
- O. **Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- P. **Services Responsibility**- City retains professional and administrative responsibility for all services rendered at City.
- Q. **Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- R. **Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- S. **Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.


University:

California State University, Long Beach
 Attn: Procurement & Contractual Services
 1250 Bellflower Blvd., BH-346
 Long Beach, CA 90840-0123
 (562)985-4296

City:

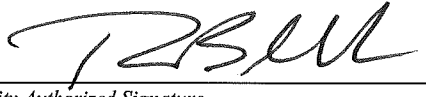
City of Long Beach
 Attn: City Manager's Office
 333 W. Ocean Blvd.
 Long Beach, CA 90802
 562.570.6782

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

 12/7/2018

 University Signature Date
ANDREW CALDERON


 Name and Title **CONTRACT MANAGER**
PROCUREMENT &
CONTRACTUAL SERVICES

 12/17/18

 City Authorized Signature Date

 Name and Title

APPROVED AS TO FORM
 12/13, 2018

 CHARLES PARKIN City Attorney
 By  _____
 LINDA T. VU
 DEPUTY CITY ATTORNEY