

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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Long Beach, CA 90802-4664

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FIELD PLACEMENT
AFFILIATION AGREEMENT

34542

THIS FIELD PLACEMENT AFFILIATION AGREEMENT ("Agreement") is made and entered, in duplicate, as of January 20, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 12, 2013, by and between CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS, with a place of business at 1000 E. Victoria Street, Carson, California 90747 ("University"), and the CITY OF LONG BEACH, a municipal corporation ("City"), through its DEPARTMENT OF HEALTH AND HUMAN SERVICES.

WHEREAS, University requires its students to have clinical and/or fieldwork experience; and

WHEREAS, City is willing to permit the access to its facilities and services for the education and experience of said students, under the circumstances herein defined; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University expand and gain first-hand knowledge in working in a public health setting;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties hereto agree as follows:

1. CITY SHALL:

A. Provide facilities, staff, materials and other resources necessary to enhance the learning experiences of students designated by the University. The experience for each student shall cover such period of time as shall be specified by the University.

B. Permit designated students and staff of University to use all services of the City as set forth herein. The level of services and the number of students involved shall be determined by mutual agreement between the parties.

C. Identify City employees to serve as preceptors to the students.

1 The final selection of the preceptors shall be made by mutual consent between the
2 City and the University's representative. The preceptors shall serve on a volunteer
3 basis.

4 2. UNIVERSITY SHALL:

5 A. Designate the students who are enrolled in the Nursing
6 Program of the University to be assigned to the City.

7 B. Be responsible for all instruction and evaluation of student
8 performance required to meet the course objectives given at the City to the students
9 so designated.

10 C. Be responsible for keeping all attendance and academic
11 records of the students.

12 D. Provide guidance to students in their internship activities,
13 through an individualized Learning Contract, which specifies learning activities to
14 take place within the City facilities.

15 E. Agree that the students and instructors shall be subject to the
16 requirements and restrictions as mutually specified by representatives of the
17 University and the City, and subject to the City's rules and regulations governing
18 conduct.

19 F. Prior to the student's participation in the Program, obtain from
20 each student and volunteer, and deliver to City, a completed and fully executed
21 Release and Waiver of All Liability and Assumption of Risk Agreement (form
22 attached hereto as Exhibit "A"), holding harmless and releasing the City, its Boards,
23 Commissions, and their officials, employees and agents, from any and all damages
24 or injuries which may occur during the student's or volunteer's performance.

25 3. HIPAA COMPLIANCE. All parties shall abide by the Health Insurance
26 Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for
27 comprehensive Federal protection for the privacy of personal health information.

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1 4. TERM. The term of this Agreement shall commence at midnight on
2 February 1, 2017, and shall terminate at 11:59 p.m. on June 30, 2019, unless sooner
3 terminated as provided in this Agreement. This Agreement may be terminated by either
4 party after giving the other party thirty (30) days advanced written notice of the intention to
5 so terminate; provided further, however, that any such termination by the City shall not be
6 effective against any student who at the date of mailing of said notice by the City was
7 participating in said Program until such student has completed the Program for the then
8 current academic year.

9 5. VOLUNTEER STATUS. While in the performance of this Agreement,
10 the students shall serve as volunteers without compensation and are not to be considered
11 officers, employees, representatives or agents of either University or the City, for workers'
12 compensation benefits or any other purposes.

13 6. INSURANCE.

14 A. As a condition precedent to the effectiveness of this
15 Agreement, University shall procure and maintain, at University's expense for the
16 duration of this Agreement, from insurance companies that are admitted to write
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best
18 Company or from authorized non-admitted insurance companies subject to Section
19 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
20 by A.M. Best Company, the following insurance:

21 i. Commercial general liability insurance (equivalent in
22 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
23 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
24 This coverage shall include but not be limited to broad form contractual
25 liability, cross liability, independent contractors liability, and products and
26 completed operations liability. City, its boards and commissions, and their
27 officials, employees and agents shall be named as additional insureds by
28 endorsement (on City's endorsement form or on an endorsement equivalent

1 in scope to ISO form CG 20 26 11 85), and this insurance shall contain no
2 special limitations on the scope of protection given to City, its boards and
3 commissions, and their officials, employees and agents. This policy shall be
4 endorsed to state that the insurer waives its right of subrogation against City,
5 its boards and commissions, and their officials, employees and agents.

6 ii. Workers' Compensation insurance as required by the
7 California Labor Code and employer's liability insurance in an amount not
8 less than \$1,000,000. This policy shall be endorsed to state that the insurer
9 waives its right of subrogation against City, its boards and commissions, and
10 their officials, employees and agents.

11 iii. Professional liability or errors and omissions insurance
12 in an amount not less than \$1,000,000 per claim.

13 iv. Commercial automobile liability insurance (equivalent in
14 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
15 an amount not less than \$500,000 combined single limit per accident.

16 B. Any self-insurance program, self-insured retention, or
17 deductible must be separately approved in writing by City's Risk Manager or
18 designee and shall protect City, its officials, employees and agents in the same
19 manner and to the same extent as they would have been protected had the policy
20 or policies not contained retention or deductible provisions.

21 C. Each insurance policy shall be endorsed to state that coverage
22 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
23 written notice to City, shall be primary and not contributing to any other insurance
24 or self-insurance maintained by City, and shall be endorsed to state that coverage
25 maintained by City shall be excess to and shall not contribute to insurance or self-
26 insurance maintained by University. University shall notify City in writing within five
27 (5) days after any insurance has been voided by the insurer or cancelled by the
28 insured.

1 D. If this coverage is written on a "claims made" basis, it must
2 provide for an extended reporting period of not less than one hundred eighty (180)
3 days, commencing on the date this Agreement expires or is terminated, unless
4 University guarantees that University will provide to City evidence of uninterrupted,
5 continuing coverage for a period of not less than three (3) years, commencing on
6 the date this Agreement expires or is terminated.

7 E. University shall require that all students that University uses in
8 the performance of these services maintain insurance in compliance with this
9 Section unless otherwise agreed in writing by City's Risk Manager or designee.

10 F. Prior to the start of performance, University shall deliver to City
11 certificates of insurance and the endorsements for approval as to sufficiency and
12 form. In addition, University shall, within thirty (30) days prior to expiration of the
13 insurance, furnish to City certificates of insurance and endorsements evidencing
14 renewal of the insurance. City reserves the right to require complete certified copies
15 of all policies of University, at any time. University shall make available to City's
16 Risk Manager or designee all books, records and other information relating to this
17 insurance, during normal business hours.

18 G. Any modification or waiver of these insurance requirements
19 shall only be made with the approval of City's Risk Manager or designee. Not more
20 frequently than once a year, City's Risk Manager or designee may require that
21 University and its students change the amount, scope or types of coverages
22 required in this Section if, in his or her sole opinion, the amount, scope or types of
23 coverages are not adequate.

24 H. The procuring or existence of insurance shall not be construed
25 or deemed as a limitation on liability relating to University's performance or as full
26 performance of or compliance with the indemnification provisions of this Agreement.

27 7. AMENDMENT. This Agreement, including all Exhibits, if any, shall not
28 be amended, nor any provision or breach waived, except in writing signed by the parties

1 which expressly refers to this Agreement.

2 8. LAW.

3 A. This Agreement shall be governed by and construed pursuant
4 to the laws of the State of California (except those provisions of California law
5 pertaining to conflicts of laws). University shall comply with all laws, ordinances,
6 rules and regulations of and obtain all permits, licenses and certificates required by
7 all federal, state and local governmental authorities. Jurisdiction of any litigation
8 arising from the Agreement will be in Los Angeles County, California.

9 B. If any part of this Agreement is found to be in conflict with
10 applicable laws, that part will be inoperative, null and void insofar as it is in conflict
11 with any applicable laws, but the remainder of the Agreement will remain in full force
12 and effect.

13 9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, if any,
14 constitutes the entire understanding between the parties and supersedes all other
15 agreements, oral or written, with respect to the subject matter in this Agreement.

16 10. INDEMNITY. University shall, with respect to services performed in
17 connection with this Agreement, indemnify and hold harmless the City, its Boards,
18 Commissions, and their officials, employees and agents (collectively in this Section, "City")
19 from and against any and all liability, claims, allegations, demands, damage, loss, causes
20 of action, proceedings, penalties, costs and expenses (including attorney's fees, court
21 costs, and expert and witness fees) (collectively "Claims" or individually "Claim") arising,
22 directly or indirectly, in whole or in part, out of any negligent act or omission of University,
23 its officers, employees, agents, students or anyone under University's control (collectively
24 "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or willful
25 misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way
26 to workers' compensation. Independent of the duty to indemnify and as a free-standing
27 duty on the part of University, University shall defend City and shall continue this defense
28 until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or

1 judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required
2 for the duty to defend to arise. University shall notify City of any Claim within ten (10) days.
3 Likewise, City shall notify University of any Claim, shall tender the defense of the Claim to
4 University, and shall assist University at University's sole expense, as may be reasonably
5 requested, in the defense.

6 11. AMBIGUITY. In the event of any conflict or ambiguity between this
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

8 12. NONDISCRIMINATION. In connection with performance of this
9 Agreement and subject to applicable rules and regulations, University shall not discriminate
10 against any student or applicant for volunteering opportunity because of race, religion,
11 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,
12 handicap or disability. University shall ensure that students and applicants are treated
13 without regard to these bases. These actions shall include, but not be limited to, the
14 following: recruitment or recruitment advertising; termination; and selection for training.

15 13. NOTICES. Any notice or approval required by this Agreement shall
16 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
17 postage prepaid, addressed to University at the address first stated above; and to City at
18 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with copies
19 to the City Clerk at the same address, and to the Department of Health and Human
20 Services at 2525 Grand Avenue, Long Beach, California 90815. Notice of change of
21 address shall be given in the same manner as stated for other notices. Notice shall be
22 deemed given on the date deposited in the mail or on the date personal delivery is made,
23 whichever occurs first.

24 14. ADVERTISING. University shall not use the name of City, its officials
25 or employees in any advertising or solicitation for business or as a reference, without the
26 prior approval of the City Manager or designee.

27 15. AUDIT. City shall have the right at all reasonable times during the
28 term of this Agreement and for a period of five (5) years after termination or expiration of

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1 this Agreement to examine, audit, inspect, review, extract information from and copy all
2 books, records, accounts and other documents of University relating to this Agreement.

3 16. THIRD PARTY BENEFICIARY. This Agreement is not intended or
4 designed to or entered for the purpose of creating any benefit or right for any person or
5 entity of any kind that is not a party to this Agreement.

6 17. INTERPRETATION. The terms of this Agreement should be
7 construed in accordance with the meaning of the language used and should not be
8 construed for or against either party by reason of the authorship of this Agreement or any
9 other rule of construction that might otherwise apply.

10 IN WITNESS WHEREOF, the parties have caused this document to be duly
11 executed with all formalities required by law as of the date first stated above.

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14 February 07, 2017

CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS
By [Signature]
Contract Specialist III, SE=2
"University"

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18 Feb. 21, 2017

CITY OF LONG BEACH, a municipal
corporation
By [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager
Assistant City Manager
"City"

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21 This Agreement is approved as to form on 2/16, 2017.

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23 CHARLES PARKIN, City Attorney
24 By [Signature]
Deputy