

OFFICE OF THE CITY ATTORNEY  
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Long Beach, CA 90802-4664

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FIELD PLACEMENT  
AFFILIATION AGREEMENT  
**35017**

THIS FIELD PLACEMENT AFFILIATION AGREEMENT ("Agreement") is made and entered, in duplicate, as of July 2, 2018, 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 LONG BEACH CITY COLLEGE, with a place of business at 4901 East Carson Street, Long Beach, California 90808 ("LBCC"), and the CITY OF LONG BEACH, a municipal corporation ("City"), through its DEPARTMENT OF HEALTH AND HUMAN SERVICES.

WHEREAS, LBCC 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 LBCC 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 LBCC. The experience for each student shall cover such period of time as shall be specified by LBCC.

B. Permit designated students and staff of LBCC 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 LBCC's representative. The preceptors shall serve on a volunteer basis.

3 2. LBCC SHALL:

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

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

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

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

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

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

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

26 4. TERM. The term of this Agreement shall commence at midnight on  
27 July 1, 2018, and shall terminate at 11:59 p.m. on June 30, 2023, unless sooner terminated  
28 as provided in this Agreement. This Agreement may be terminated by either party after

1 giving the other party thirty (30) days advanced written notice of the intention to so  
2 terminate; provided further, however, that any such termination by the City shall not be  
3 effective against any student who at the date of mailing of said notice by the City was  
4 participating in said Program until such student has completed the Program for the then  
5 current academic year.

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

10           6.     INSURANCE.

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

18           (a) Commercial general liability insurance (equivalent in scope to  
19 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
20 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
21 coverage shall include but not be limited to broad form contractual liability,  
22 cross liability, independent contractors liability, and products and completed  
23 operations liability. City, its boards and commissions, and their officials,  
24 employees and agents shall be named as additional insureds by  
25 endorsement (on City's endorsement form or on an endorsement equivalent  
26 in scope to ISO form CG 20 26 11 85), and this insurance shall contain no  
27 special limitations on the scope of protection given to City, its boards and  
28 commissions, and their officials, employees and agents. This policy shall

1 be endorsed to state that the insurer waives its right of subrogation against  
2 City, its boards and commissions, and their officials, employees and agents.

3 (b) Workers' Compensation insurance as required by the California  
4 Labor Code and employer's liability insurance in an amount not less than  
5 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
6 its right of subrogation against City, its boards and commissions, and their  
7 officials, employees and agents.

8 (c) Professional liability or errors and omissions insurance in an  
9 amount not less than \$1,000,000 per claim.

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

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

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

25 D. If this coverage is written on a "claims made" basis, it must  
26 provide for an extended reporting period of not less than one hundred eighty (180)  
27 days, commencing on the date this Agreement expires or is terminated, unless  
28 LBCC guarantees that LBCC will provide to City evidence of uninterrupted,

1 continuing coverage for a period of not less than three (3) years, commencing on  
2 the date this Agreement expires or is terminated.

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

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

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

20 H. The procuring or existence of insurance shall not be construed  
21 or deemed as a limitation on liability relating to LBCC's performance or as full  
22 performance of or compliance with the indemnification provisions of this Agreement.

23 7. AMENDMENT. This Agreement, including all Exhibits, if any, shall not  
24 be amended, nor any provision or breach waived, except in writing signed by the parties  
25 which expressly refers to this Agreement.

26 8. LAW.

27 A. This Agreement shall be governed by and construed pursuant  
28 to the laws of the State of California (except those provisions of California law

1           pertaining to conflicts of laws). LBCC shall comply with all laws, ordinances, rules  
2           and regulations of and obtain all permits, licenses and certificates required by all  
3           federal, state and local governmental authorities. Jurisdiction of any litigation arising  
4           from the Agreement will be in Los Angeles County, California.

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

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

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

1 defense.

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

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

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

20 14. ADVERTISING. LBCC shall not use the name of City, its officials or  
21 employees in any advertising or solicitation for business or as a reference, without the prior  
22 approval of the City Manager or designee.

23 15. AUDIT. City shall have the right at all reasonable times during the  
24 term of this Agreement and for a period of five (5) years after termination or expiration of  
25 this Agreement to examine, audit, inspect, review, extract information from and copy all  
26 books, records, accounts and other documents of LBCC relating to this Agreement.

27 16. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
28 designed to or entered for the purpose of creating any benefit or right for any person or


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1 entity of any kind that is not a party to this Agreement.

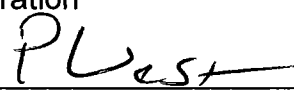
2 17. INTERPRETATION. The terms of this Agreement should be  
3 construed in accordance with the meaning of the language used and should not be  
4 construed for or against either party by reason of the authorship of this Agreement or any  
5 other rule of construction that might otherwise apply.

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

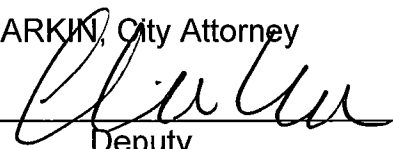
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9 JULY 30, 2018

LONG BEACH CITY COLLEGE  
By   
Name MARLENE DUNN  
Title VICE PRESIDENT,  
BUSINESS SERVICES

11  
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14 8/17, 2018

"LBCC"  
CITY OF LONG BEACH, a municipal  
corporation  
By   
City Manager

16  
17 This Agreement is approved as to form on 8/13, 2018

18  
19 CHARLES PARKIN, City Attorney  
20 By   
21 Deputy



# EXHIBIT "A"

**CITY OF LONG BEACH  
INDEMNIFICATION, RELEASE AND WAIVER OF ALL LIABILITY,  
AND ASSUMPTION OF RISK AGREEMENT**

**FOR GOOD AND VALUABLE CONSIDERATION**, including permission for \_\_\_\_\_ (“STUDENT”)

to participate in the \_\_\_\_\_  
Program (“PROGRAM”) at \_\_\_\_\_  
 (“INTERNSHIP SITE”) in an office or facility located in the City of Long Beach, and  
related activities (“INTERNSHIP”), I, the STUDENT:

1. Consent to participating in PROGRAM and the INTERNSHIP at INTERNSHIP SITE;
2. Agree that prior to participating in PROGRAM AND INTERNSHIP, I will inspect the INTERNSHIP SITE’S facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the PROGRAM;
3. Agree that INTERNSHIP may involve more than one INTERNSHIP SITE, and I may travel from one INTERNSHIP SITE to another INTERNSHIP SITE with INTERNSHIP SITE staff or by my own means in the course of the INTERNSHIP;
4. Acknowledge that I fully understand that my **participation may involve risk of serious injury or death**, including economic losses, which may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others, the condition of the WORKSITE facilities, equipment or areas where the INTERNSHIP is being conducted or this type of INTERNSHIP;
5. **Assume any and all risks** of personal injuries to me, permanent of partial disability, or death and damages to my property, caused by or arising from my participation in the INTERNSHIP to the extent such personal injuries to me, permanent of partial disability, or death and damages to me is not covered by workers compensation insurance and authorize the INTERNSHIP SITE and the City of Long Beach to contact or employ a licensed physician to render any medical treatment that may be deemed necessary for me or to take and admit me to any hospital. If medical treatment is required that is not INTERNSHIP related, I agree to pay all medical and hospital bills relating thereto;
6. **Covenant not to sue, or present any claim** for personal injury, property damage or wrongful death against the INTERNSHIP SITE, City of Long Beach, their officers, employees, volunteers, and agents for damages attributable to my participation in the PROGRAM to the extent the personal illness or injury or wrongful death is related to the INTERNSHIP;
7. **Release, waive, discharge and relinquish** the INTERNSHIP SITE, the City of Long Beach, their officers, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or

attributable to my participation in the PROGRAM and INTERNSHIP, whether same shall arise by their negligence or otherwise;

8. **Agree to indemnify, defend, and hold harmless** the City of Long Beach, their officers, employees, volunteers, and agents, from and against any and all claims, loss, injuries, suits or judgments arising from, or in connection with, my participation in the PROGRAM and INTERNSHIP. I agree to this indemnification and save harmless for myself, my successors, assigns, heirs, executors and administrators, and any other person or entity(ies) who/which may have a claim based upon my personal injuries and/or property damage.
9. Agree that photographs, pictures, slides, movies or videos of me may be taken in connection with my participation in the PROGRAM and INTERNSHIP without compensation from the INTERNSHIP SITE and City of Long Beach, and consent to the use of these photographs, pictures, slides, movies or videos for any legal purpose;
10. Warrant that I am in good health and have no physical condition that would prevent me from participating in the PROGRAM and INTERNSHIP;
11. Acknowledge that the INTERNSHIP SITE, City of Long Beach, its officials, employees, and agents shall not be responsible for administering, providing, or assisting in administering medication to me.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE BY NEGLIGENCE TO THE EXTENT THAT IT IS NOT COVERED BY WORKERS' COMPENSATION INSURANCE.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE INTERNSHIP.

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PRINT STUDENT'S NAME

SIGNATURE

DATE