

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 and/or
6 health management programs 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.

28 4. FERPA COMPLIANCE. To the extent the City generates or

1 maintains educational records related to participating students, the City agrees to comply
2 with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such
3 laws and regulations apply to University and shall limit access to only those employees or
4 agents with a need to know.

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

13 6. VOLUNTEER STATUS. While in the performance of this
14 Agreement, the students shall serve as volunteers without compensation and are not to
15 be considered officers, employees, representatives or agents of either University or the
16 City, for workers' compensation benefits or any other purposes.

17 7. INSURANCE.

18 A. As a condition precedent to the effectiveness of this
19 Agreement, University shall procure and maintain, at University's expense for the
20 duration of this Agreement, from insurance companies that are admitted to write
21 insurance in California and have ratings of or equivalent to A:V by A.M. Best
22 Company or from authorized non-admitted insurance companies subject to Section
23 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
24 by A.M. Best Company, the following insurance:

25 (a) Commercial general liability insurance (equivalent in scope to
26 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
27 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
28 coverage shall include but not be limited to broad form contractual liability,

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cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

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

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

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

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

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage

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maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by University. University shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

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

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

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

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

H. The procuring or existence of insurance shall not be construed

1 or deemed as a limitation on liability relating to University's performance or as full
2 performance of or compliance with the indemnification provisions of this Agreement.

3 8. AMENDMENT. This Agreement, including all Exhibits, if any, shall
4 not be amended, nor any provision or breach waived, except in writing signed by the
5 parties which expressly refers to this Agreement.

6 9. LAW.

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

13 J. If any part of this Agreement is found to be in conflict with
14 applicable laws, that part will be inoperative, null and void insofar as it is in conflict
15 with any applicable laws, but the remainder of the Agreement will remain in full force
16 and effect.

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

20 11. INDEMNITY. University shall, with respect to services performed in
21 connection with this Agreement, indemnify and hold harmless the City, its Boards,
22 Commissions, and their officials, employees and agents (collectively in this Section,
23 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
24 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
25 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
26 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
27 University, its officers, employees, agents, students or anyone under University's control
28 (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or

1 willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in
2 any way to workers' compensation. Independent of the duty to indemnify and as a free-
3 standing duty on the part of University, University shall defend City and shall continue this
4 defense until the Claim is resolved, whether by settlement, judgment or otherwise. No
5 finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall
6 be required for the duty to defend to arise. University shall notify City of any Claim within
7 ten (10) days. Likewise, City shall notify University of any Claim, shall tender the defense
8 of the Claim to University, and shall assist University at University's sole expense, as
9 may be reasonably requested, in the defense.

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

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

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

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

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

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

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

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

WESTERN GOVERNORS UNIVERSITY

_____, 2017

By *Jan Jones-Schenk*

JAN JONES-SCHENK
NAME

National Director College of Health
TITLE
"University"

CITY OF LONG BEACH, a municipal corporation

June 8, 2017

By *Tom Medica*
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Tom Medica
Assistant City Manager
"City"

This Agreement is approved as to form on June 1, 2017.

CHARLES PARKIN, City Attorney

By *W. K.*
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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 or 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 or 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.

PRINT STUDENT'S NAME

SIGNATURE

DATE