

FIELD PLACEMENT
AFFILIATION AGREEMENT

36013

THIS FIELD PLACEMENT AFFILIATION AGREEMENT ("Agreement") is made and entered, in duplicate, as of April 22, 2021, 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 use of 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

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

4 D. Have the right, after consultation with the University, to refuse
5 to accept further work experience of any participating student who in the City's
6 judgment is not participating satisfactorily in the Program.

7 E. To the extent feasible, with exceptions as needed to continue
8 to sustain critical government operations, comply with its own Health Officer Order
9 related to COVID-19.

10 2. UNIVERSITY SHALL:

11 A. Designate the students who are enrolled in the Social Work
12 and Health Sciences Programs of the University to be assigned to the City.

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

16 C. Be responsible for keeping all attendance and academic
17 records of the students.

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

21 E. Agree that the students and instructors shall be subject to the
22 requirements and restrictions as mutually specified by representatives of the
23 University and the City, and subject to the City's pre-screening requirements and
24 the City's rules and regulations governing conduct.

25 F. Prior to the student's participation in the Program, obtain from
26 each student and volunteer, and deliver to City, a completed and fully executed
27 Release and Waiver of All Liability and Assumption of Risk Agreement (form
28 attached hereto as Exhibit "A"), holding harmless and releasing the City, its

1 Boards, Commissions, and their officials, employees and agents, from any and all
2 damages or injuries which may occur during the student's or volunteer's
3 performance.

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

8 4. TERM. The term of this Agreement shall commence at midnight on
9 July 1, 2021, and shall terminate at 11:59 p.m. on June 30, 2025, unless sooner
10 terminated as provided in this Agreement. This Agreement may be terminated by either
11 party after giving the other party thirty (30) days advanced written notice of the intention
12 to so terminate; provided further, however, that any such termination by the City shall not
13 be effective against any student who at the date of mailing of said notice by the City was
14 participating in said Program until such student has completed the Program for the then
15 current academic year.

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

20 6. INSURANCE.

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

28 (a) Commercial general liability insurance (equivalent in scope to

1 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
2 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
3 coverage shall include but not be limited to broad form contractual liability,
4 cross liability, independent contractors liability, and products and
5 completed operations liability. City, its boards and commissions, and their
6 officials, employees and agents shall be named as additional insureds by
7 endorsement (on City's endorsement form or on an endorsement
8 equivalent in scope to ISO form CG 20 26 11 85), and this insurance shall
9 contain no special limitations on the scope of protection given to City, its
10 boards and commissions, and their officials, employees and agents. This
11 policy shall be endorsed to state that the insurer waives its right of
12 subrogation against City, its boards and commissions, and their officials,
13 employees and agents.

14 (b) Workers' Compensation insurance as required by the California
15 Labor Code and employer's liability insurance in an amount not less than
16 \$1,000,000. This policy shall be endorsed to state that the insurer waives
17 its right of subrogation against City, its boards and commissions, and their
18 officials, employees and agents.

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

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

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

1 C. Each insurance policy shall be endorsed to state that
2 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
3 days prior written notice to City, shall be primary and not contributing to any other
4 insurance or self-insurance maintained by City, and shall be endorsed to state that
5 coverage maintained by City shall be excess to and shall not contribute to
6 insurance or self-insurance maintained by University. University shall notify City in
7 writing within five (5) days after any insurance has been voided by the insurer or
8 cancelled by the insured.

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

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

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

26 G. Any modification or waiver of these insurance requirements
27 shall only be made with the approval of City's Risk Manager or designee. Not
28 more frequently than once a year, City's Risk Manager or designee may require

1 that University and its students change the amount, scope or types of coverages
2 required in this Section if, in his or her sole opinion, the amount, scope or types of
3 coverages are not adequate.

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

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

11 8. LAW.

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

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

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

25 10. INDEMNITY. The University maintains Student professional liability
26 insurance. The University shall maintain a "claims-made" policy of general liability and
27 professional liability insurance (including personal injury with limits not less than \$1
28 million per loss and damage to property of others up to \$5,000 per incident), with

1 extended reporting period of three (3) years, covering Students, and naming City of Long
2 Beach as an additional named insured under such insurance policy or policies. Further,
3 University agrees to maintain professional and comprehensive general liability insurance,
4 with no exclusion for molestation or abuse, at a minimum of Two Million Dollars
5 (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate
6 throughout the course of this Agreement. Further, University shall provide written notice
7 that should any of the above described policies be cancelled before the expiration
8 thereof, notice will be delivered in accordance with the policy provisions. University shall
9 provide certificates evidencing all coverage referred to in this section within thirty (30)
10 days of execution of this Agreement and thereafter, on an annual basis. If the coverage
11 is on a claims-made basis, University hereby agrees that not less than thirty (30) days
12 prior to the effective date of termination of University's current insurance coverage or
13 termination of this Agreement, University shall either purchase three (3) year tail
14 coverage per claim or provide proof of continuous coverage in the above stated amounts
15 for all claims arising out of incidents occurring prior to termination of University's current
16 coverage or prior to termination of this Agreement, as applicable, and provide Dignity a
17 certificate of insurance evidencing such coverage.

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

20 12. COSTS. If there is any legal proceeding between the parties to
21 enforce or interpret this Agreement or to protect or establish any rights or remedies under
22 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

23 13. NONDISCRIMINATION. In connection with performance of this
24 Agreement and subject to applicable rules and regulations, University shall not
25 discriminate against any student or applicant for volunteering opportunity because of
26 race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS,
27 HIV status, handicap or disability. University shall ensure that students and applicants
28 are treated without regard to these bases. These actions shall include, but not be limited

1 to, the following: recruitment or recruitment advertising; termination; and selection for
2 training.

3 14. NOTICES. Any notice or approval required by this Agreement shall
4 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
5 postage prepaid, addressed to University at the address first stated above; and to City at
6 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with
7 copies to the City Clerk at the same address, and to the Department of Health and
8 Human Services at 2525 Grand Avenue, Long Beach, California 90815. Notice of
9 change of address shall be given in the same manner as stated for other notices. Notice
10 shall be deemed given on the date deposited in the mail or on the date personal delivery
11 is made, whichever occurs first.

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

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

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

22 18. INTERPRETATION. The terms of this Agreement should be
23 construed in accordance with the meaning of the language used and should not be
24 construed for or against either party by reason of the authorship of this Agreement or any
25 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.

CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS

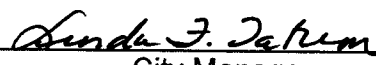
May 22, 2021

By 
Name Maria Hernandez
Title Associate Director

"University"

CITY OF LONG BEACH, a municipal corporation

8/23, 2021

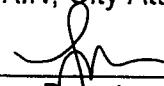
By 
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER
August 19

This Agreement is approved as to form on _____,
2021.

CHARLES PARKIN, City Attorney

By 
Deputy

ORIGINAL

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511