

FIELD PLACEMENT  
AFFILIATION AGREEMENT

32742

THIS FIELD PLACEMENT AFFILIATION AGREEMENT ("Agreement") is made and entered, in duplicate, as of July 1, 2012, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 22, 2012, by and between WESTERN GOVERNORS UNIVERSITY COLLEGE OF HEALTH PROFESSIONS, with a place of business at 4001 South 700, East Suite 700, Salt Lake City, Utah 84107 ("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 2. UNIVERSITY SHALL:

5 A. Designate the students who are enrolled in the Nursing  
6 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  
9 students 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  
23 Boards, Commissions, and their officials, employees and agents, from any and all  
24 damages or injuries which may occur during the student's or volunteer's  
25 performance.

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

1 information.

2           4.     TERM. The term of this Agreement shall commence at midnight on  
3 July 1, 2012, and shall terminate at 11:59 p.m. on June 30, 2015, unless sooner  
4 terminated as provided in this Agreement. This Agreement may be terminated by either  
5 party after giving the other party thirty (30) days advanced written notice of the intention  
6 to so terminate; provided further, however, that any such termination by the City shall not  
7 be effective against any student who at the date of mailing of said notice by the City was  
8 participating in said Program until such student has completed the Program for the then  
9 current academic year.

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

14           6.     INSURANCE.

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

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

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

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

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

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

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

23 C. Each insurance policy shall be endorsed to state that  
24 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
25 days prior written notice to City, shall be primary and not contributing to any other  
26 insurance or self-insurance maintained by City, and shall be endorsed to state that  
27 coverage maintained by City shall be excess to and shall not contribute to  
28 insurance or self-insurance maintained by University. University shall notify City in

1 writing within five (5) days after any insurance has been voided by the insurer or  
2 cancelled by the insured.

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

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

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

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

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

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 Agreement.

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

5 8. LAW.

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

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

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

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

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

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

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

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

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

1 shall be deemed given on the date deposited in the mail or on the date personal delivery  
2 is made, whichever occurs first.

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

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

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

13 18. INTERPRETATION. The terms of this Agreement should be  
14 construed in accordance with the meaning of the language used and should not be  
15 construed for or against either party by reason of the authorship of this Agreement or any  
16 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  
COLLEGE OF HEALTH PROFESSIONS

7/2, 2012

By Jam Jones-Schenk RN, MNA, NE-BC  
JAM JONES-SCHENK RN, MNA, NE-BC  
Chief Nursing Officer

"University"

CITY OF LONG BEACH, a municipal corporation

8.7, 2012

By [Signature] Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 7/20,

2012.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A”

# CITY OF LONG BEACH

## Program

### 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  
\_\_\_\_\_ ("WORKSITE") in an office or facility located in the City of Long Beach, and related  
activities ("WORK"), I, the STUDENT:

1. Consent to participating in PROGRAM and the WORK at WORKSITE;
2. Agree that, prior to participation in PROGRAM and the WORK, I will have to opportunity to inspect the WORKSITE's facilities, equipment, and areas to be used, and, if I believe that any of them are unsafe, I will immediately advise the person supervising the PROGRAM;
3. Agree that WORK may involve more than one WORKSITE, and I may travel from one WORKSITE to another WORKSITE with WORKSITE staff or by my own means in the course of WORK \_\_\_\_\_  
(initial at left, if acknowledged and this condition (3.) is to apply);
4. Acknowledge I fully understand 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, in-actions, or negligence of others, the condition of the WORKSITE facilities, equipment, or areas where the WORK is being conducted or this type of WORK;
5. **Assume any and all risk** 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 WORK 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 WORKSITE 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 WORK 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 WORKSITE, City of Long Beach, their officers, employees, volunteers, and agents for damages attributable to the my participation in the PROGRAM to the extent the personal illness or injury or wrongful death is related to WORK,
7. **Release, waive, discharge, and relinquish** the WORKSITE, 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 WORK, whether same shall arise by their negligence or otherwise;
8. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in the PROGRAM and WORK without compensation from the WORKSITE and City of Long Beach, and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
9. Warrant that I am in good health and have no physical condition that would prevent me from participation in the PROGRAM and WORK; and
10. Acknowledge and agree that the WORKSITE, 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 CAUSED 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 WORK.**

\_\_\_\_\_  
PRINT STUDENT'S NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE