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

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SECOND AMENDMENT TO FIELD PLACEMENT

<u>AFFILIATION AGREEMENT NO. 33430</u>

33430

THIS SECOND AMENDMENT TO FIELD PLACEMENT AFFILIATION AGREEMENT NO. 33430 is made and entered, in duplicate, as of February 16, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 7, 2012, by and between TRUSTEES OF CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, LONG BEACH. with a place of business at 1250 Bellflower Blvd., Long Beach, California 90840 ("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 and University entered into a Field Placement Affiliation Agreement whereby City permitted the use of its facilities and services for the education and experience of said students to gain first-hand knowledge in working in a public health setting; and

WHEREAS, City and University entered into a First Amendment to extend the term an additional four (4) year period; and

WHEREAS, City and University currently desire to enter into a Second Amendment extend the term for an additional five (5) year period;

NOW. THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the parties hereto agree as follows:

- 1. Section 4 of the Agreement is hereby amended to read as follows:
- **4**. TERM. The term of this Agreement shall commence at midnight on July 1, 2013, and shall terminate at 11:59 p.m. on May 31, 2027, unless sooner terminated as provided in this Agreement. This Agreement may be terminated by either party after giving the other party thirty (30) days advanced written notice of the intention to so

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terminate; provided further, however, that any such termination by the City shall not be effective against any student who at the date of mailing of said notice by the City was participating in said Program until such student has completed the Program for the then current academic year."

- 2. Section 5 of the Agreement is hereby amended to read as follows:
- "5. STATUS OF INTERNS.
- Α. During the period in which an intern is assigned to the City, the intern shall be under the direction and control of the Preceptor and the University instructor.
- В. It is expressly agreed and understood by City and University that interns are present at City's facilities to participate in activities and assignments that are of educational value to interns and that are appropriate to the course and scope of University's Program.
- C. The parties acknowledge that the participating interns are not employees, representatives, or agents of the University or City and shall serve as interns without compensation. Workers' compensation coverage, if applicable, for the participating interns (and University Instructors, if applicable) will be provided by University. Interns (and University Instructors, if applicable) are not covered by City's workers' compensation programs and are not covered by City's insurance programs."
- 3. Except as expressly modified herein, all of the terms and conditions contained in the Field Placement Affiliation Agreement are ratified and confirmed and shall remain in full force and effect.

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.

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