

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

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FIELD PLACEMENT  
AFFILIATION AGREEMENT  
**33430**

THIS FIELD PLACEMENT AFFILIATION AGREEMENT ("Agreement") is made and entered, in duplicate, as of December 23, 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 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 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.

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

5 2. UNIVERSITY SHALL:

6 A. Designate the students who are enrolled in the Graduate  
7 Program of the University to be assigned to the City.

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

11 C. Be responsible for keeping all attendance and academic  
12 records of the students.

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

16 E. Agree that the students and instructors shall be subject to the  
17 requirements and restrictions as mutually specified by representatives of the  
18 University and the City, and subject to the City's rules and regulations governing  
19 conduct while at facilities owned and operated by the City.

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

27 3. HIPAA COMPLIANCE. All parties shall abide by the Health  
28 Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule and the Health

1 Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which  
2 provide for comprehensive Federal protection for the privacy of personal health  
3 information.

4 4. TERM. The term of this Agreement shall commence at midnight on  
5 July 1, 2013, and shall terminate at 11:59 p.m. on May 31, 2018, unless sooner  
6 terminated as provided in this Agreement. This Agreement may be terminated by either  
7 party after giving the other party thirty (30) days advanced written notice of the intention  
8 to so terminate; provided further, however, that any such termination by the City shall not  
9 be effective against any student who at the date of mailing of said notice by the City was  
10 participating in said Program until such student has completed the Program for the then  
11 current academic year.

12 5. INTERN STATUS. While in the performance of this Agreement, the  
13 students shall serve as interns without compensation and are not to be considered  
14 officers, employees, representatives or agents of either University or the City, for workers'  
15 compensation benefits or any other purposes except as provided in Section 6 below.

16 6. INSURANCE.

17 A. As a condition precedent to the effectiveness of this  
18 Agreement, University shall procure and maintain, at University's expense for the  
19 duration of this Agreement, as an approved self-insured entity the following  
20 insurance companies that are admitted to write insurance in California and have  
21 ratings of or equivalent to A:V by A.M. Best Company or from authorized non-  
22 admitted insurance companies subject to Section 1763 of the California Insurance  
23 Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the  
24 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 \$3,000,000 per each occurrence and \$5,000,000 general aggregate. City,  
28 its boards and commissions, and their officials, employees and agents

1 shall be named as additional insureds by endorsement (on City's  
2 endorsement form or on an endorsement equivalent in scope to ISO form  
3 CG 20 26 11 85), arising out of any acts or omissions committed in the  
4 performance of this Agreement.

5 (b) Workers' Compensation insurance as required by the California  
6 Labor Code and employer's liability insurance in an amount not less than  
7 \$1,000,000. Such policy shall name and cover all students participating in  
8 an internship under this Agreement.

9 (c) Professional liability or errors and omissions insurance in an  
10 amount not less than \$3,000,000 per claim.

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

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

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

1 the date this Agreement expires or is terminated.

2 E. University shall require that all students participating in an  
3 internship under this Agreement maintain insurance in compliance with this  
4 Section unless otherwise agreed in writing by City's Risk Manager or designee.

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

13 G. Any modification or waiver of these insurance requirements  
14 shall only be made with the approval of City's Risk Manager or designee. .

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

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

22 8. LAW.

23 A. This Agreement shall be governed by and construed pursuant  
24 to the laws of the State of California (except those provisions of California law  
25 pertaining to conflicts of laws). Both parties shall comply with all laws, ordinances,  
26 rules and regulations of and obtain all permits, licenses and certificates required  
27 by all federal, state and local governmental authorities. Jurisdiction of any  
28 litigation arising from the Agreement will be in Los Angeles County, California.

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

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

8           10. INDEMNITY. Both the City and the California State University, Long  
9 Beach are public entities under Government code Section 895.2. Pursuant to  
10 Government code Section 895.4, each party shall assume liability for bodily injury or  
11 death and property damage caused by its negligence or willful misconduct arising from or  
12 connected with its performance under this Agreement to the extent that such liability  
13 would be imposed in the absence of Government code Section 895.2. To that end, each  
14 party shall indemnify and hold the other harmless from and against any damage,  
15 demand, cause of action, claim loss, cost, expense or liability that may be imposed on  
16 such other party by virtue of Government code Section 895.2 arising from or connected  
17 with its performance under this Agreement. Each party waives subrogation. The  
18 provisions of Civil Code Section 2778 are made a part hereof as if fully set forth.

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

21           12. NONDISCRIMINATION. In connection with performance of this  
22 Agreement and subject to applicable rules and regulations, neither party shall not  
23 discriminate against any student or applicant for volunteering opportunity because of  
24 race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS,  
25 HIV status, handicap or disability. These actions shall include, but not be limited to, the  
26 following: recruitment or recruitment advertising; termination; and selection for training.

27           13. NOTICES. Any notice or approval required by this Agreement shall  
28 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,

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1 postage prepaid, addressed to University at the address first stated above; and to City at  
2 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with  
3 copies to the City Clerk at the same address, and to the Department of Health and  
4 Human Services at 2525 Grand Avenue, Long Beach, California 90815. Notice of  
5 change of address shall be given in the same manner as stated for other notices. Notice  
6 shall be deemed given on the date deposited in the mail or on the date personal delivery  
7 is made, whichever occurs first.

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

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

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

18           17. INTERPRETATION. The terms of this Agreement should be  
19 construed in accordance with the meaning of the language used and should not be  
20 construed for or against either party by reason of the authorship of this Agreement or any  
21 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.

TRUSTEES OF CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY, LONG BEACH

January 9, 2014

By [Signature]  
Name Stephanie C. Williams  
Title Risk Manager

"University"

CITY OF LONG BEACH, a municipal corporation

4.7, 2014

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 1/21

2014.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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# **EXHIBIT “A”**

**(Indemnification, Release and Waiver of all  
Liability, and Assumption of Risk Agreement)**

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