DELEGATION OF AUTHORITY COVER SHEET

TO BE COMPLETED BY DEPARTMENT/AGENCY

Department Submitting: Public Health Department  Fiscal Year: 2010

Board Meeting Date and Agenda Item # when Delegation of Authority was approved: 4/24/2007, #8

Contractor’s Name: San Jose State University  Amount of contract is? N/A

What is the maximum amount of the Delegation of Authority? $0

What is the end date of the Delegation? April 23, 2012

How much has been approved by Contract(s) to date? $0

(Add up the total amount of all contracts under this Delegation)

Is the insurance requirement current on the online Insurance Compliance System? Yes ☐ No ☐ N/A

If no, please explain Entry into Ebix is not required.

A copy of the Executive Summary on the selection process is attached ☐ Yes ☐ Not applicable.

Contact Name: Colleen Martin  Contact Number: 792-5186

Processing Requirements (Specific instructions to the OBA Analyst for distribution of approved copies):

Date Needed:  Comments: Thank you! Please Sign 3 Copies.

TO BE COMPLETED BY COUNTY COUNSEL, OBA ANALYST, AND OFFICE OF THE COUNTY EXECUTIVE:

Approved by County Counsel for form and legality Yes ☑ No ☐

Recommended for Approval by OBA Yes ☑ No ☐

Approved by Office of the County Executive Yes ☑ No ☐

County Counsel Comments:

OBA Comments:

Office of the County Executive Comments:

Upon execution of agreement, forward a copy and any subsequent amendment(s) to: delegations@cob.sccgov.org, together with the delegation of authority transmittal. Department retains original copy of agreement on file.

Last updated: April 2008
HHS01 042407

DATE: April 24, 2007

TO: Board of Supervisors

FROM: Kim Roberts
SCVHHS – Chief Executive Officer

SUBJECT: Resolution Delegating Authority to Execute Clinical Affiliation Agreements

RECOMMENDED ACTION

Adopt Resolution delegating authority to the Santa Clara Valley Health and Hospital System Chief Executive Officer or designees to negotiate and execute clinical affiliation agreements and amendments to such documents meeting certain requirements for a five year period commencing upon execution of this Resolution, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. (Roll Call Vote)

Board of Supervisors: Donald F. Gage, Blanca Alvarado, Pete McHugh, Ken Yeager, Liz Kniss
County Executive: Peter Kutras Jr.
FISCAL IMPLICATIONS
No additional General Funds are necessary to implement this action. These agreements have no financial cost associated with providing clinical experience for students in various health care and related fields.

CONTRACT HISTORY
Santa Clara Valley Health and Hospital System (SCVHHS) has a lengthy history of participating with area educational and other institutions to provide clinical training opportunities via clinical affiliation agreements. Many SCVHHS departments have and continue to use clinical affiliation agreements. In the past, the speech pathology department has had clinical affiliation agreements to provide training opportunities for California State Hayward, California State Sacramento, California State San Francisco and San Jose Evergreen students. Additionally, the Nursing Department has had clinical affiliation agreements to provide training opportunities for nursing students from San Jose State University, San Jose Evergreen, Foothill DeAnza, University of California San Francisco and San Mateo Community College District. Due to the current shortage in multiple health professions, it is important to establish relationships with possible future employees of the Santa Clara Valley Health and Hospital System by providing these training opportunities.

On April 9, 2002, the Board of Supervisors delegated to the Executive Director of Santa Clara Valley Health and Hospital System or designee the authority to negotiate and execute affiliation agreements for five years. This delegation of authority expires in April 2007.

REASONS FOR RECOMMENDATION
Educational and other institutions desire to enter into affiliation agreements with the County to provide clinical experience to their students in various health care and related fields, including such areas as nursing, physical and respiratory therapy, laboratory technology, pharmacy, radiology, medical billing and coding, and paramedics. The County’s participation in the training of qualified health professionals provides excellent clinical training opportunities, offers a valuable public service, and promotes the employment opportunities within Santa Clara Valley Health and Hospital System.

Board of Supervisors: Donald F. Gage, Blanca Alvarado, Pete McHugh, Ken Yeager, Liz Kniss
County Executive: Peter Kutras Jr.
Approval of the delegation of authority will enable the SCVHHS Chief Executive Officer or designee to negotiate, execute and amend these affiliation agreements with educational and other institutions in a timely manner. These agreements will meet County indemnity and insurance requirements (except when an institution is legally prohibited from offering indemnity) and will not require staffing greater than that provided for in the annual approved budget.

BACKGROUND
Clinical affiliation agreements are integral to providing services to our patients and establishing possible future professional relationships. Santa Clara Valley Health and Hospital System wants to continue its participation in the training of qualified health professionals by providing excellent clinical training opportunities. By participating in clinical affiliation agreements, the County maintains long standing relationships with educational and other institutions.

CONSEQUENCES OF NEGATIVE ACTION
Failure to adopt this resolution will result in untimely execution of clinical affiliation agreements and impact continuing and new training programs which benefit County residents.

ATTACHMENTS

- Resolution – Clinical Affiliation Agreements
RESOLUTION OF THE SANTA CLARA COUNTY BOARD OF SUPERVISORS
DELEGATING AUTHORITY TO EXECUTE
CLINICAL AFFILIATION AGREEMENTS

WHEREAS, the County of Santa Clara ("County") owns and operates the Santa Clara Valley Health and Hospital System ("SCVHHS"), which includes Santa Clara Valley Medical Center, the Mental Health Department, the Department of Alcohol and Drug Services, and the Public Health Department;

WHEREAS, educational and other institutions desire to enter into affiliation agreements with County to provide clinical experience to their residents, fellows, medical students and other health professionals in various health care and related fields, including without limitation, nursing, medicine, physical therapy, occupational therapy, recreation therapy, laboratory technology, pharmacy, radiology, dental hygiene, speech pathology/audiology, respiratory therapy, social services, psychology, medical billing and coding, industrial and engineering systems, paramedics, medical technology, surgical technology, and medical/health administration or management;

WHEREAS, the County wishes to participate in the training of qualified health professionals to provide excellent clinical training opportunities, offer a valuable public service and promote the employment opportunities within SCVHHS;

WHEREAS, it is in the best interest of the County to allow for the efficient procession of requests for clinical affiliations by delegating authority to the SCVHHS Chief Executive Officer or designees to negotiate and execute agreements that, with limited exceptions, meet the County insurance and indemnity requirements and do not provide for any direct financial consideration.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of the County of Santa Clara delegates authority to the SCVHHS Chief Executive Officer or designees to negotiate and execute clinical affiliation agreements and amendments to such documents that meet the following requirements for a 5 year period, commencing upon execution of this Resolution:

//
//
//
//
//
//
//

2007 Resolution – Clinical Affiliation Agreements
1. Agreements shall be by and between the County and educational and other institutions to provide clinical experience to residents, fellows, medical students, or health professionals;

2. Agreements shall not contain any direct financial considerations;

3. Agreements shall meet County indemnity and insurance requirements, except when an institution is legally prohibited from offering indemnity, in which case, indemnity can be waived by the County agency upon approval by County Counsel;

4. Agreements shall not require staffing greater than that provided for in the annual approved budget;

5. Agreements shall be reviewed and approved by County Counsel as to form and legality.

6. The execution of this resolution supercedes all prior resolutions.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on APR 2 4 2007, by the following vote:

AYES: ALVARADO, GAGE, KNISS, MCHUGH, YEAGER

NOES: NONE

ABSENT: NONE

Donald F. Gage, Chairperson

APPROVED AS TO FORM AND LEGALITY:

Martha M. Chase

Lead Deputy County Counsel
AGREEMENT BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND
SAN JOSE STATE UNIVERSITY, OCCUPATIONAL THERAPY PROGRAM
FOR A CLINICAL TRAINING PROGRAM

This is an agreement by and between the County of Santa Clara ("County") and San Jose State University ("Institution"), on behalf of its Occupational Therapy Program, for a clinical training program for Institution’s Occupational Therapy Program students ("Agreement").

RECITALS

WHEREAS, the Public Health Department’s California Children’s Services (CCS) Program is a program that treats children with certain physical limitations and chronic health conditions or diseases; and

WHEREAS, the Medical Therapy Program is a program within California Children’s Services where physical therapy and occupational therapy services are provided at rehabilitation units located in public schools; and

WHEREAS, the Medical Therapy Program (MTP) or “Occupational Therapy Program” could provide an excellent clinical training opportunity for the Institutions’ Students; and

WHEREAS, the Institution has need of off-site placements for the clinical training of students in its Occupational Therapy Program ("Students"); and

WHEREAS, the County believes that providing such a clinical training opportunity to the Institutions’ Students would also provide a public service;

NOW, THEREFORE, in consideration of the mutual promises to each other, the parties agree as follows:

1. **CLINICAL TRAINING DUTIES AND RESPONSIBILITIES**

   a. The duties and responsibilities of the County and the Institution with respect to the Medical Therapy training program are more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference.

   b. The number of Students to be placed will be mutually agreed upon by the Institution and the County. It is further understood that the County has the discretion to terminate any Student from the Occupational Training training, should such termination be deemed in the County’s best interests.
2. **TERM**
This Agreement commences on the date that it is fully executed and has a term of five (5) years. It is understood, however, that either party has the right to terminate this Agreement as of a date certain by written notice delivered not less than thirty (30) days prior to such date.

3. **INDEMNIFICATION AND INSURANCE**
   
a. Institution must indemnify, reimburse, hold harmless and defend County, its officers, agents, or employees from any and all liability, damages, loss, costs and obligations, including court costs and reasonable attorney’s fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, resulting from the act or omission of Institution, its agents, or employees in connection with performance of this Agreement. County must indemnify, reimburse, hold harmless and defend Institution, its agents, or employees from any and all liability, damages, loss, costs and obligations, including court costs and reasonable attorney’s fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, resulting from the act or omission of County, its officers, agents or employees in connection with performance of this Agreement. Each party must notify the other in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties must cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

b. Without limiting the indemnification of either party to the Agreement, each party must maintain or cause to be maintained, throughout the term of this Agreement, the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; (ii) a policy of workers' compensation providing statutory coverage; and (iii) a policy of professionals errors and omissions liability with limits of liability not less than one million dollars ($1,000,000) per occurrence/aggregate; and (iv) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.
c. In the event that Institution’s Students are not included in its above-referenced insurance or funded self-insurance program, said Students must obtain and maintain their own insurance coverage in the same amounts. It is Institution’s responsibility to make sure that the required insurance coverage has been obtained and is maintained by its Students.

d. If Institution’s insurance does not cover Students driving their own automobiles, Institution will require each Student to obtain and maintain automobile liability coverage in an amount equal to or greater than the minimum limits required by the State of California for the duration of the Student’s clinical training experience.

4. CONFIDENTIAL INFORMATION
It is understood that all patient information collected and maintained for the purpose of diagnosis or treatment is confidential. County employee information, financial information and proprietary information is also confidential. Confidential information must not be disclosed to any person or entity without the prior written consent of County. Institution must insure that Students abide by the terms of the Confidentiality of Patient Information form’s and policy which are attached hereto as Exhibit B and incorporated herein by reference. Institution must provide original forms executed by each student admitted to the clinical training program, prior to the commencement of each student’s experience on the County campus.

5. WAIVER
The failure of County to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement are not deemed a waiver of any right or remedy that County may have, and are not deemed a waiver of its right to require strict performance of all of the terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants and conditions.

6. STATUS OF PARTIES
This is an Agreement by and between independent contractors and may not be construed to create an employment, agency, partnership, joint venture or association relationship. Neither Institution nor its Students are considered County employees and neither are entitled to any of the benefits enjoyed by County employees, including, but not limited to, salary, vacation pay, sick pay, or retirement, social security or workers’ compensation.

7. ASSIGNMENT
This Agreement may not be assigned, in whole or in part, without the prior written consent of County.

8. OBEY ALL LAWS
Throughout the term of this Agreement, Institution and its Students must obey all applicable rules, regulations, laws, statutes and ordinances, whether local, state or federal, including, but not limited to, applicable laws prohibiting discrimination based on race, color, ancestry, creed, sex/gender, sexual orientation, religion, national origin, mental
disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status or age and the Health Care Portability and Accountability Act of 1996 ("HIPAA") (42 USC 1320d et seq.). The parties must execute any amendments necessary to implement such laws.

9. **NOTICE**

Any notice required to be given by either party, or which either party may wish to give, must be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as set forth below or to such other place the parties designate pursuant to this paragraph.

To Institution:  
San Jose State University  
One Washington Square  
San Jose, CA 95192

To County:  
Louise Sumpter, OTR/L  
Chief Therapist  
CCS, Santa Clara County  
Chandler Tripp MTU  
780 Thornton Way  
San Jose, Ca. 95128

May be contacted by telephone or facsimile for non-notice business purposes as follows:  
Phone: (408) 924-3079  
Fax: (408) 924-3088

10. **CONTROLLING LAW**

This Agreement is governed and construed in accordance with the laws of the State of California. The parties agree that venue will be the County of Santa Clara for all purposes.

11. **ENTIRE AGREEMENT**

This Agreement, along with any exhibits and attachments, constitutes the entire Agreement by and between the parties relative to the clinical training program. Any prior or contemporaneous oral or written agreements by and between the parties or their agents or representatives relative to the clinical training program are hereby revoked and extinguished by this Agreement.

12. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT WORKFORCE DESIGNATION**

Both parties agree that Students, instructors or agents of Institution who are involved in clinical training program under this Agreement will be designated as members of the County’s workforce for the purpose of meeting privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Institution will train these members of the workforce on Santa Clara Valley Health and Hospital System (SCVHHHS) policies and procedures with respect to the confidentiality and use or disclosure of protected health information of patients as necessary and appropriate for the
members of the workforce to carry out their functions while at SCVHHS. The County will provide Institution with the appropriate SCVHHS policies and procedures, which are subject to change from time to time. The County reserves the right to take appropriate action for violation of its policies; such action may include the immediate termination of any Student, instructor or agent of Institution who violates SCVHHS policies.

13. **AUTHORITY TO EXECUTE**

Each party hereby represents and warrants that the person executing this Agreement on their behalf is duly authorized to sign this Agreement and bind the party.

INTENDING TO BE BOUND hereby the parties’ authorized representatives execute this agreement.

County of Santa Clara, “County”

San Jose State University, “Institution”

Dan Peddycord, RN MPA/HA  
Administrator, Public Health Department  
12/17/09

Karen McCall  
Contract Administrator  
11/23/09

Emily Harrison  
Deputy County Executive  
12/15/09

Approved:

Juniper Lesnik  
Deputy County Counsel  
12/9/09

Approved as to form and legality:

Exhibits

| Exhibit A | Responsibilities of County and Institution |
| Exhibit B | Confidentiality of Patient and Employee Information |
EXHIBIT A

RESPONSIBILITIES OF COUNTY AND INSTITUTION

I. County shall:

A. Provide clinical training opportunity for Institution’s Students.

B. Retain full responsibility for the care of patients and maintain supervision of Students insofar as their presence affects the operation of the County.

C. Retain the right, in its sole discretion, to exclude any individual at any time from the clinical area if for any reason County determines such exclusion is in the best interest of County and/or the patients under the County’s care.

D. Select County staff members to serve as clinical preceptors.

II. Institution shall:

A. Designate qualified Students to be offered clinical training at Santa Clara Valley Health and Hospital Systems (SCV-HHS), Public Health Department.

B. Design and formulate the clinical training plan.

C. Designate a faculty member to work in collaboration with County to coordinate and implement the clinical training provided to Students.

D. Define the methodology for evaluating Student performance while participating in the clinical training, develop the evaluation tool to be used, and coordinate the evaluation process for the clinical training program.

E. Maintain responsibility for overseeing Students’ performance during their clinical training.

F. Maintain all Student attendance and academic records.

G. Require Students to provide County with advance notice of any schedule change.

H. Ensure that each Student has satisfactorily completed classes on infection control and cardiopulmonary resuscitation prior to participating in clinical training program with County. Ensure that Students provide County with evidence of current successful completion of Basic Life Support examination.

I. Certify that within three months before entry into the clinical training program each Student and instructor has successfully passed a health screening and has met the
County communicable disease screening requirements set forth below or as thereafter modified.

1. For persons with history of a negative PPD, two-step PPD test (unless the person has had a PPD test within last three months- then it can be a one-step test) when starting at SCVMC; annual or semiannual one-step PPD test thereafter, as indicated by risk assessment.

2. If skin test is positive, chest x-ray (unless x-ray has been done in last three months and is available for review) documented. If chest x-ray is abnormal, clinician clearance must be obtained. Annual or semiannual symptom review thereafter, as indicated by risk assessment.

3. Written documentation of rubella (German measles) and mumps titers, vaccine(s) or written physician documentation of past disease. If rubella vaccine is medically contraindicated, documentation by physician on form to be provided by County.

4. Written documentation of: (a) two doses of measles vaccination with live vaccine since 1967, or (b) physician documentation of past disease, or (c) positive measles antibody titer.

5. Persons with a negative measles antibody titer must be vaccinated: (a) with two doses of live vaccine if born after 1957, or (b) with one dose of live vaccine if born before 1957, and have written documentation of one dose of measles vaccine given before 1963 or after 1967, or (c) with two doses of vaccine if born before 1957 and have no documentation of measles vaccination.

6. Written medical documentation of receipt of two doses of varicella (chicken pox) vaccine given four to eight weeks apart. If person has not been vaccinated, varicella titer or written physician documentation of prior disease is required.

7. Written medical documentation of Hepatitis B vaccination or documentation of declination/waiver.

J. Require that Students who have been injured or ill provide a physician’s clearance at County’s request.

K. Ensure that Students maintain the confidentiality of patient and County information.

L. Ensure that Institution’s Students and instructors are informed, knowledgeable and comply with all applicable SCVHHS policies and procedures.

M. Ensure that Institution’s Students obtain a photographic identification badge and wear this badge at all times while participating in the clinical training program.
III. County and Institution shall:

A. Coordinate operational details of the clinical training program, including the clinical training schedule, which shall be agreed upon by County and Institution in advance.