DELEGATION OF AUTHORITY COVER SHEET

TO BE COMPLETED BY DEPARTMENT/AGENCY

Department Submitting: Public Health Department  Fiscal Year:  FY 2011

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

Contractor’s Name: University of Michigan  Amount of contract is? $0.

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

Is the insurance requirement current on the online Insurance Compliance System? Yes □ No ☒

If no, please explain  Pending

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: ASAP  Comments: Thank you.

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

Name/Date

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.scgov.org, together with the delegation of authority transmittal. Department retains original copy of agreement on file.

Last updated: April 2008
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)

**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.

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
This Affiliation Agreement by and between the County of Santa Clara ("County") and The Board of Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan – Flint Department of Nursing ("Institution"), is for a clinical training program to be provided by and at County for Institutions' Bachelor and Master of Nursing Science Program ("BSN/MNS Program") students.

RE bâtals

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

WHEREAS, the facilities and the programs at the County’s Department of Public Health could provide an excellent clinical training opportunity for the Institutions' 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 BSN/MSN Program and clinical 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 BSN/MSN training, should such termination be deemed in the County’s best interests. Notice of termination and cause shall be provided to the Institution in writing.

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. In the event of termination, the parties shall cooperate and use their reasonable best
efforts to let any Students complete their clinical training program at County already in progress.

**INDEMNIFICATION AND INSURANCE**

A. County agrees to defend, indemnify, and hold harmless Institution and its officers, directors, agents, faculty members, employees, or Students from any and all loss and liability, including claims, demands, costs, damages, attorneys’ fees, and expenses of any nature whatsoever, for personal injury, death, or damage to property arising out of or claimed to arise out of or in any way be connected with any activities of County or any of its officers, directors, agents, and employees, including the negligent supervision of Institution’s Students, pursuant to this Agreement, and such indemnification will survive any termination of this Agreement. Institution agrees to defend, indemnify, and hold harmless County and its officers, directors, agents, and employees from any and all loss and liability, including claims, demands, costs, damages, attorneys’ fees, and expenses of any nature whatsoever, for personal injury, death, or damage to property arising out of or claimed to arise out of or in any way be connected with any activities of Institution or any of its officers, directors, agents, faculty members, employees, or Students pursuant to this Agreement, and such indemnification will survive any termination of this Agreement.

B. Institution is self-insured and shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance covering Institution and its Students:

1) Commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the general aggregate.

2) Professional liability insurance with minimum limits of coverage of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate.

Institution will furnish County with current certificates of insurance, upon request.

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 and policy, which are attached hereto as Exhibit B and incorporated herein by reference. Institution shall instruct each student admitted to the clinical training program to provide original forms executed by each student directly to the County, prior to the commencement of each student's experience on the County campus.

County acknowledges that many student records are protected by the Family Educational Rights and Privacy Act (FERPA) and agree to maintain all educational records and reports relating to the clinical training program completed by individual Students at County. County shall not release information contained in these educational records and reports, but shall instead refer all requests for information respecting such records to Institution. Institution agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records and reports.

Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law (such as the Michigan Freedom of Information Act [FOIA]) or a valid production document (such as a warrant or subpoena). As a public university, Institution is subject to the Michigan FOIA and any disclosure required by statute will not be a breach of this Agreement.

5. **WAIVER**

   The failure of either party 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 either party may have, and are not deemed a waiver of either party's 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, by either party without the prior written consent of the other party.

8. **OBEY ALL LAWS**

   Throughout the term of this Agreement, County, Institution and 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 under this Agreement 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:

University of Michigan-Flint
Department of Nursing
218 William S. White Building
303 E. Kearsley St.
Flint, MI 48502-1950

To County:

Charis Subil
Director, Public Health Nursing
Department of Public Health
976 Lenzen Ave., 2nd Floor
San Jose, CA 95126

Contact may be made by telephone or facsimile for non-notice business purposes as follows:

Phone: (810) 762-3420
Fax: (810) 766-6851

10. **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.

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

Both parties agree that Students 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). County will train these members of the workforce on Santa Clara Valley Health and Hospital System (SCVHHS) 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 of Institution who violates SCVHHS policies.

12. **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”

Dan Peddycord, RN, MPA/HA Date
Public Health Director

University of Michigan-Flint, School of Health Professions and Studies “Institution”

Barbara L. Kornblau, JD, OTR/L Date
Dean and Professor of Nursing

Approved as to form and legality:

Jennifer Sprinkles Date
Deputy County Counsel

Margaret M. Andrews, PhD, RN, FAAN Date
Dean and Professor of Nursing

For the Board of Regents of the University of Michigan:

Gregory J. Snyder Date
Director Contracts/Purchasing Manager

### Exhibits

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EXHIBIT A
RESPONSIBILITIES OF COUNTY AND INSTITUTION

I. County shall:

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

B. Retain full responsibility for the care of patients and maintain full supervision and authority over Institution’s Students during their clinical training program at County and 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 reasonable cause 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 and proffer qualified Students to participate in the clinical training program at County’s Public Health Department (PHD).

B. Design and formulate the learning objectives for the clinical training program at County.

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

D. Define the methodology for evaluating Student performance while participating in the clinical training program at County, develop and provide County with the evaluation tool(s) to be used by County in providing information useful and/or necessary for evaluation, and coordinate the evaluation process for the clinical training program with County. Institution faculty will be responsible for the final evaluation of the Students’ progress in the clinical setting.

E. Institution shall be responsible for curriculum planning, admission, administration, matriculation requirements, faculty appointments and promotions as required by the accrediting agency for its programs.

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. Ensure that Students provide County with evidence of current successful completion of Advanced Cardiac Life Support examination if required by the County.

1. Advise the Students that within three (3) months before their entry into the clinical training program at County each Student must present evidence directly to County that they have successfully passed a health screening and have met the County’s communicable disease screening requirements set forth below or as thereafter modified.

1. For Students with history of a negative PPD, two-step PPD test (unless the person has had a PPD test within last three (3) months - then it can be a one-step test) when starting at PHD; annual or semiannual one (1) -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 (3) 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. Fit testing with the N95 respirator in use at PHD.

4. 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.

5. Written documentation of: (a) two (2) doses of measles vaccination with live vaccine since 1967, or (b) physician documentation of past disease, or (c) positive measles antibody titer.

6. Students with a negative measles antibody titer must be vaccinated: (a) with two (2) doses of live vaccine if born after 1957, or (b) with one (1) dose of live vaccine if born before 1957, and have written documentation of one (1) dose of measles vaccine given before 1963 or after 1967, or (c) with two (2) doses of vaccine if born before 1957 and have no documentation of measles vaccination.

7. Written medical documentation of receipt of two (2) doses of varicella (chicken pox) vaccine given four (4) to eight (8) weeks apart. If Student has not been vaccinated, varicella titer or written physician documentation of prior disease is required.

8. Written medical documentation of Hepatitis B vaccination or documentation of
J. Advise Students who have been injured or ill within the one (1) year period prior to entry into the clinical training program, that if requested by the County, they shall provide County with a physician's clearance.

K. Instruct Students that they shall be required to maintain the confidentiality of patient and County information.

L. Ensure that Students are informed, knowledgeable and aware of their duty to comply with all applicable PHD policies and procedures that have been provided to the Institution and Student by County prior to the start of the clinical training program at County.

M. Instruct Students that they must obtain a photographic identification badge and wear this badge at all times while participating in the clinical training program at the County.

III. County and Institution shall:

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