

JC:AN:SD
5/13/2021

**AGREEMENT
BETWEEN THE CITY OF SAN JOSÉ
AND
THE COUNTY OF SANTA CLARA
FOR HOSPITAL INTERVENTION PROGRAM**

This AGREEMENT is entered into this 10th day of August, 2021 by and between the CITY OF SAN JOSE, a municipal corporation of the State of California ("CITY") and THE COUNTY OF SANTA CLARA, a political subdivision of the State of California ("COUNTY"), which through COUNTY OF SANTA CLARA HEALTH SYSTEM ("CSCHS"), provides healthcare services to residents of Santa Clara County.

RECITALS

WHEREAS, COUNTY and CITY wish to work cooperatively with each other to provide a hospital based intervention program for youth and young adults up to age 30 that are victims of gang related violence. (the "Program")

WHEREAS, COUNTY and CITY wish to set forth their respective responsibilities regarding the Program.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. TERM OF AGREEMENT.

Regardless of the date of execution, the term of this AGREEMENT will be January 1, 2021 through December 31, 2025, inclusive, subject to the provisions of Section 10 of this AGREEMENT.

SECTION 2. DESCRIPTION OF PROGRAM.

The Program is intended to reach 13 to 30 years old patients, who are admitted to CSCHS due to a gang violence related incident (Target Population). Through intervention efforts, the Program will offer a direct connection to an interventionist in order to refer the participants to services with the aim to prevent or reduce the risk of retaliation and re-injury.

JC:AN:SD
5/13/2021

The Program will accept referrals from CSCHS's Emergency and Trauma Services Department.

SECTION 3. COORDINATION OF PROGRAM.

CITY agrees to provide the coordination services for the Program. The coordination of the Program is more particularly set forth in the attached EXHIBIT A entitled "PROGRAM COORDINATION," which is attached hereto and incorporated herein by this reference.

SECTION 4. RELATIONSHIP OF PARTIES.

Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture or employment between CITY and COUNTY. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way except as specifically provided in this AGREEMENT.

SECTION 5. PROGRAM EVALUATION.

CITY and COUNTY agree to provide Program evaluation as more particularly set forth in Exhibit B entitled "PROGRAM EVALUATION".

SECTION 6. MUTUAL INDEMNIFICATION AND HOLD HARMLESS.

In lieu of and notwithstanding the pro rata risk allocation which might be imposed between both parties pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may affect the terms of this AGREEMENT, the Parties agree that all losses or liabilities incurred by a party will not be shared pro rata but instead the COUNTY and CITY agree to the following:

- A. Claims arising from Sole Acts or Omissions of COUNTY: COUNTY agrees to defend and indemnify CITY, its agents, officers and employees (hereinafter collectively referred to as CITY) from any claim, action or proceeding against CITY, arising solely out of acts or omissions of the COUNTY in the performance of this AGREEMENT. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve the COUNTY of any obligation

JC:AN:SD
5/13/2021

imposed by this AGREEMENT. CITY must notify COUNTY promptly of any claim, action or proceeding and cooperate fully in its defense.

- B. Claims arising from Sole Acts or Omissions of CITY: CITY agrees to defend and indemnify the COUNTY, its agents, officers and employees (hereinafter collectively referred to as COUNTY) from any claim, action or proceeding against COUNTY, arising solely out of acts or omissions of the CITY in the performance of this AGREEMENT. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve the CITY of any obligation imposed by this AGREEMENT. COUNTY must notify CITY promptly of any claim, action or proceeding and cooperate fully in its defense.
- C. Claims Arising from Concurrent Acts or Omissions: COUNTY agrees to defend itself and the CITY agrees to defend itself, from any claim, action or proceeding arising out of the concurrent actions or omissions of COUNTY, and CITY. In such cases, COUNTY and CITY agree to retain their own legal counsel, bear their own defense costs, and waive the right to seek reimbursement of such costs except as provided in Subsection E below.
- D. Joint Defense: Notwithstanding Subsection C above, in a case where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel must be selected by mutual agreement of the COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any settlement in equal amounts, except as provided in Subsection E below. COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY.
- E. Reimbursement and/or Allocation: Where a trial verdict, or neutral third party in an arbitration award allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or allocation of defense costs, settlement payments, judgment, and awards, consistent with such comparative fault.

JC:AN:SD
5/13/2021

SECTION 10. DEFAULT AND TERMINATION.

- A. Both CITY and COUNTY shall have the right to terminate this AGREEMENT, without cause, by providing the other party not less than thirty (30) days advance written notice of the decision to terminate this AGREEMENT.

- B. Each party's obligations under this AGREEMENT shall be deemed material. If either party fails to perform any of its obligations under this AGREEMENT, the non-defaulting party may terminate this AGREEMENT upon fifteen (15) days advance written notice ("Notice Period") to the defaulting party and providing the defaulting party with either the opportunity to cure the specified breach or the opportunity to commence to cure the specified breach within the Notice Period in those instances where the specified breach cannot easily be cured within the Notice Period. In the event the defaulting party fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated.

- C. The rights and remedies set forth in this AGREEMENT are cumulative and are not intended to deprive either party of its rights and remedies at law or in equity.

- D. Santa Clara Valley Medical Center Chief Executive Officer is authorized to terminate this AGREEMENT on COUNTY's behalf. CITY's Director of Parks, Recreation and Neighborhood Services is authorized to terminate this AGREEMENT on CITY's behalf.

SECTION 11. COMPLIANCE WITH ALL LAWS, INCLUDING NON-DISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION.

- A. Compliance with All Laws: Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- B. Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in

JC:AN:SD
5/13/2021

employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- C. Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- D. Definitions: For purposes of this Subsection, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity

JC:AN:SD
5/13/2021

Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

- E. Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- F. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

JC:AN:SD
5/13/2021

- G. County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full
- H. Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice
- I. Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- J. Material Breach: Failure to comply with any part of this Subsection shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions: (i) Suspend or terminate any or all parts of this Agreement. (ii) Withhold payment to Contractor until full

JC:AN:SD
5/13/2021

satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law. (iii) Offer Contractor an opportunity to cure the breach.

- K. Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

SECTION 12. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.

- A. COUNTY agrees that, in the performance of this AGREEMENT, COUNTY shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the CITY's website at the following link: <https://www.sanjoseca.gov/home/showdocument?id=1268>.
- B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:
1. Use of recycled and/or recyclable products in daily operations. (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
 2. Use of Energy Star Compliant equipment.
 3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
 4. Internal waste reduction and reuse protocol(s).
 5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 13. CONTRACT EXECUTION POLICY.

- A. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format.

JC:AN:SD
5/13/2021

The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

SECTION 14. MISCELLANEOUS PROVISIONS.

- A. The parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.
- B. All CITY and COUNTY personnel involved with patient contact will be given a hospital orientation and abide by hospital policies, procedures and guidelines including, but not limited to, the following: Code of Conduct (Policy 371.0), Code of Conduct – Management of Disruptive Behavior and Conflict (Policy 372.01), Conflict Management (Policy 370.0), Health Insurance Portability & Accountability Act (HIPAA) (Policy 585.11) and Infection Prevention (Policy 300 section V, 301-A, 400 and 502). Additional education will include, but not be limited to, Transmission-Based Precautions (Policy 800), Emergency Staff Response Codes and Interventions.
- C. CITY and COUNTY shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments.
- D. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only. They do not constitute a part of this AGREEMENT and shall not be used in its construction.
- E. The waiver by any party to this AGREEMENT of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this AGREEMENT.
- F. Any and all EXHIBITS that are referred to in this AGREEMENT are incorporated herein by reference and are deemed a part of this AGREEMENT. This AGREEMENT

JC:AN:SD
5/13/2021


constitutes the entire understanding of the parties and supersedes any and all prior understandings. This AGREEMENT may only be amended by formal written agreement executed by both parties.

- G. If a court of competent jurisdiction adjudges any provision of this AGREEMENT as void or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.
- H. Where this AGREEMENT refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf. Where this AGREEMENT refers to COUNTY and no officer is named, Santa Clara Valley Medical Center's Chief Executive Officer shall have the authority to act on COUNTY's behalf.
- I. Any and all Exhibits that are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior understandings. This Agreement may only be amended by formal written agreement executed by both parties.
- J. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.
- K. Where this Agreement refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.

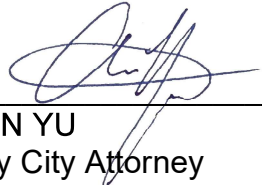
JC:AN:SD
5/13/2021

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

CITY OF SAN JOSE, a municipal corporation

 On behalf of
Jon Cicirelli 8/10/2021
JON CICIRELLI **DATE**
Director of Parks, Recreation
and Neighborhood Services

APPROVED AS TO FORM:


AARON YU
Deputy City Attorney

COUNTY OF SANTA CLARA, a political subdivision of the State of California

DocuSigned by:
Gene Clark 8/26/2021
C085F092AC71492...
GENE CLARK, CPPO **DATE**
Chief Procurement Officer
County of Santa Clara

APPROVED BY:

DocuSigned by:
Jill Sproul 8/25/2021
B9635721F5A34C4...
JILL SPROUL **DATE**
Chief Nursing Officer
Santa Clara Valley Medical Center

APPROVED BY:

DocuSigned by:
Paul E. Lorenz 8/26/2021
47ECF3A78343489...
PAUL E. LORENZ **DATE**
Chief Financial Officer (acting)
County of Santa Clara Health System

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Jennifer Sprinkles 8/25/2021
6BD4532743364D4...
JENNIFER S. SPRINKLES **DATE**
Deputy County Counsel

JC:AN:SD
5/13/2021

EXHIBIT A
PROGRAM COORDINATION

CITY will provide coordination services as follows. CITY may at its sole option modify the specifics of the Program. CITY agrees to provide COUNTY thirty (30) days' written notice of any modification of the Program that affects or relates to the delivery of hospital intervention program services.

COUNTY will provide referrals for Program to the target population from CSCHS's Trauma Services Program. Designated CSCHS staff (Program Coordinator and/or Social Worker) will meet with the referred patient and introduce them to the Program. Once the Program Coordinator, Social Worker or other hospital designee obtains written consent from the patient or from the parent/guardian the following coordination will occur:

- Program Coordinator or Social Worker will submit referral via email, facsimile or telephone to CITY's Intervention Staff (Intervention Staff) along with the following information: patient's name, age, date of birth, gender, primary language, date of incident, summary of incident and social history, parent/guardian contact information.
- Intervention Staff will notify appropriate law enforcement agency of intervention request for patients under custody.
- Program Coordinator or Social Worker and CSCHS Trauma Clinical Liaison will coordinate timing of interventionist visit with patient condition and priorities of care, identify specific date and time for intervention and communicate to both the care team and Intervention Staff.
- Trauma Clinical Liaison will coordinate Intervention Staff visit with the care team.

Intervention Visit

- Intervention Staff will meet with the Program Coordinator, Social Worker or other hospital designee
 - Social Worker will provide Intervention Staff with all relevant social history needed to facilitate

JC:AN:SD
5/13/2021

- intervention.
- Intervention Staff will conduct initial intervention session. Patient will have the option to change the location of initial intervention visit. Intervention session will consist of the following:
 - Introduction of Intervention Staff and key services.
 - Observation of key indicators such as patient's support system of family and friends, and emotional state for retaliation.
 - Needs assessment that will include home, school, community, and safety.

Post Intervention

- Intervention Staff will meet immediately or as soon as possible with Program Coordinator, Social Worker or other hospital designee upon completion of initial Intervention Visit and will discuss the following:
 - Communicate outcomes and findings of Intervention Visit,
 - Coordinate any further hospital based social services,
 - Conduct any necessary debriefing/program and process evaluation.
- Program Coordinator, Social Worker or other hospital designee will document Intervention Visit as defined by hospital policy.
- Program Coordinator, Social Worker or other hospital designee and City Interventionist will complete and maintain all respective program records.

Intervention Staff will be available for referrals Monday-Friday (excluding holidays), from 10:00AM to 7:00PM Monday thru Friday. The City may have limited on-call weekend coverage during certain time periods. The City will communicate with Hospital staff when weekend on-call staff is available for referrals.

Intervention staff will outreach to the selected faith based volunteers (current members of the Mayor's Gang Prevention Task Force Faith Based Initiative) to accompany them during the Intervention Visits. The faith based selected volunteer will assist with additional resources (spiritual comfort, practical support, and other immediate services as needed), as per the request from the participant and/or family/guardian.

JC:AN:SD
5/13/2021

Program Services

Services and Follow-Up

Intervention Staff will perform follow-up services with patient for at least six (6) months, but that term may be extended based on patient needs. Intervention Staff will make contact with both youth, adult, and family members to best assess their needs. Upon patient being released from the hospital, Intervention Staff will conduct home visits as needed to continue the dialogue of addressing needs and referrals to reduce the potential for retaliation.

The Intervention Staff will offer services that will include, but may not be limited to, the following: Victim Witness Program (compensation for medical bills, counseling, wage loss, relocations); and services through the Mayor's Gang Prevention Task Force (case management, tattoo removal, counseling, substance abuse, mentoring, domestic violence, job training, education assistance, recreational programs, legal aid, etc.).

The Program case file format and forms will be utilized for the Program follow-up. Both COUNTY and CITY will maintain case files of youth referred from their agency. The Intervention Staff will conduct regular follow-up with referring agency representative throughout treatment to ensure participant's completion of Program requirements and attendance of treatment. As the youth and/or adult make positive progress there will be less frequent contact with the Intervention Staff. There will be a final exit interview at the end of the six (6) months from the initial contact with the participant.

Selected requirements of this program, such as the Intervention Visit and program services and follow-up, may be completed virtually if necessary and practicable in order comply with any hospital access limitation policies that may be in effect.

Confidentiality

It is the responsibility of all COUNTY and CITY staff to safeguard sensitive Program information. The integrity of the Program is dependent upon protecting and maintaining proprietary program information.

JC:AN:SD
5/13/2021

All staff will be educated and abide by the federal policy and procedure for the Health Insurance Portability & Accountability Act (HIPAA) as defined in hospital policy 585.11. Social Worker will initiate and complete the Authorization for Use and/or Disclosure of Protected Health Information form on initial patient contact. The document will be retained in patient records.

The Program recognizes the participant's rights to privacy. In achieving this goal, the Program adopts these basic principles:

- The collection of participant information will be limited to County and City Program staff.
- Participant's personal records will be kept confidential.
- Access to participant's records will be limited to authorized County and City program staff.
- Access may also be given to third parties, including government agencies, pursuant to court order or subpoena; or upon participant's written approval.

Participants are permitted to see their personal information file maintained by Program records. They may correct inaccurate factual information or submit written comments in disagreement with any material contained in their Program file records.

JC:AN:SD
5/13/2021

EXHIBIT B
PROGRAM EVALUATION

COUNTY will report on a quarterly basis aggregate data which will include the following: identified cases, cases approached/not approached, cases consented/not consented, cases referred, attempted and completed interventions and demographics.

CITY will report: on a quarterly basis the number of referred patients that received services within three (3) months of referral and completion of needs identified by the intervention assessment.

County and City Program will review the following: Barriers to referral, barriers to completing interventions, identity and frequency of services referred, unexpected and unusual occurrences, interviews, and surveys. For the Program, each patient referral will be reviewed in its entirety for process evaluation and to identify issues not anticipated for the Program.



Memorandum

TO: Jon Cicirelli
Director of PRNS

FROM: Petra Riguro
Interim Program Manager

SUBJECT: Approval of Retroactivity

DATE: August 2, 2021

Approved

On behalf of Jon Cicirelli

Date

8/10/2021

SUBJECT: APPROVAL OF RETROACTIVITY IN THE AGREEMENT BETWEEN THE CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA FOR HOSPITAL INTERVENTION PROGRAM

In June 2013, the City Auditor released an audit report entitled "Consulting Agreements: Better Enforcement of Procurement Rules, Monitoring, and Transparency is Needed." (City Audit Report No. 13-06.) Recommendation No. 4 (Audit Report pages 16-17) involves limiting retroactive agreements to situations where contract execution is in process. The audit report states that when a City employee informally authorizes work before execution of the agreement, the employee commits City funds not within his/her authority to commit.

The Parks, Recreation, and Neighborhood Services (PRNS) Department is seeking authorization for the retroactive provision in the **Agreement Between the City of San Jose and the County of Santa Clara for Hospital Intervention Program**.

The justification for the request to include a retroactivity provision is that the agreement:

- Its execution was already in process when the services started.
- The services responded to an *immediate* threat to public health, safety, or property.
- The manner of compensation doesn't involve a commitment of City funds.
- The consultant/contractor provided a letter stating that the City isn't obligated to pay for any services it provided if the contract/amendment isn't executed.
- Starting services protected or advanced the following significant City interest:

8/2/2021

Subject: COUNTY OF SANTA CLARA FOR HOSPITAL INTERVENTION PROGRAM

Page 2

The Department understands that retroactive agreements are to be avoided. However, in this instance, due to staff changes at the County, and requests for changes by County staff and the City Attorney's Office, the agreement development was delayed.

PRNS staff provided a draft version of the agreement to County staff in September 2020, in advance of the Dec. 31, 2020 expiration date of the prior contract. The final version was not approved by the County and City until August 2021. Services in the hospital intervention program began earlier in 2021 as COVID-19 restrictions at Valley Medical Center eased. This agreement involves no cash compensation; however, it permits the City to carry out its program in the Valley Medical Center trauma center, with cooperation from County staff. PRNS acknowledges the process was out of City contract compliance and will monitor future agreements to prevent this oversight in the future.



Petra Rigüero
Interim Program Manager

For questions please contact Petra Rigüero, Interim Program Manager, at (408) 793-4198 or Petra.Rigüero@sanjoseca.gov.

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667106-000

Contractor: County of Santa Clara, Valley Medical Center

Address: 751 S. Bascom Avenue San Jose, CA 95128

Phone: 408-885-5000

Email: Eileen.Hoover@hhs.sccgov.org

Contract Description: The purpose of this agreement allows the County of Santa Clara to continue the Trauma to Triumph program at Valley Medical Center.

Term Start Date: 1/1/2020 Term End Date: 12/31/2025 Extension: No

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): 6/22/2021

Agenda Item No.: 2.18

Resolution No.: 80104

Ordinance No.: _____

Original Contract Amount: \$0

Amount of Increase/Decrease: \$0

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: \$0

Fund/Appropriation: N/A

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: N/A

Expiration Date: N/A

Department: PRNS (64)

Department Contact: Stephanie Duran x35596

Customer (Finance Only): _____

Notes: DB#646839

Retroactive

Project Manager: Jeffrey Segol Jeffrey.Segol@sanjoseca.gov

Department Director Signature:  On behalf of Jon Cicirelli 8/10/2021
Date

Office of the City Manager Signature: _____
Date