

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Department of Public Health – Clinical Services

**AGENDA DATE:** CCA 10/27/09

**CONTACT PERSON NAME AND PHONE NUMBER:** Angela Mora, 771-5754

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Texas Tech University Health Sciences Center, (“University”), on behalf of its Anita Thigpen Perry School of Nursing.

**BACKGROUND / DISCUSSION:**

The purpose of this agreement is to cooperate with the University to establish and implement from time to time one or more Programs involving students and personnel of the University at City clinical facilities. The Agreement will assist in the advancement of nursing education and in serving the public purpose of advancing health and safety of the local community as the nursing students are offering practical training at the City Facility and benefit the community’s growing medical services field.

The Agreement will be for a three year period commencing on November 2009 and ending in October 2013.

**PRIOR COUNCIL ACTION:**

Yes, a closely related Interlocal Agreement with University for rotation of pediatric medical residents and students has been previously approved by council.

**AMOUNT AND SOURCE OF FUNDING:**

There is no funding required for this Agreement. The value of the program is at least equal to, or greater than, the value of the facilities and other City resources that will be made available to the Program at the Facility under this Agreement.

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**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

\_\_\_\_\_  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** the Mayor be authorized to sign an Interlocal Agreement for Educational Experience Affiliation (the “Agreement”) by and between the City of El Paso (the “City”) and Texas Tech University Health Sciences Center (“TTUHSC”), for TTUHSC’s placement of its nursing students at the City’s Department of Public Health (the “Department”) at no cost to the City.

ADOPTED this 27th day of October, 2009.

CITY OF EL PASO

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John F. Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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Josette Flores  
Assistant City Attorney

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Michael Hill, Director  
Department of Public Health

# **INTERLOCAL AGREEMENT FOR EDUCATIONAL EXPERIENCE AFFILIATION**

THIS INTERLOCAL AGREEMENT for Educational Experience Affiliation (the “Agreement”), effective the \_\_\_ day of \_\_\_\_\_, 2009, is between Texas Tech University Health Sciences Center, (“University”), on behalf of its Anita Thigpen Perry School of Nursing, located primarily at Lubbock, Texas, and City of El Paso (“City”), a municipal corporation.

**WHEREAS**, City operates facilities through its Department of Public Health, located at 5115 El Paso Drive, El Paso, Texas, and as further listed in Exhibit “A” (collectively referenced as the “Facility”) and therein provides academic program services in the area of health; and

**WHEREAS**, University provides academic courses with respect to academic programs in the area of health and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties (“Program”); and

**WHEREAS**, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility; and

**WHEREAS**, the Mayor and City Council find that the Program will advance nursing education and will serve the public purpose of advancing health and safety of the local community as the nursing students are offering practical training at the Facility and benefit the community’s growing medical services field; and

**WHEREAS**, the Mayor and City Council find that the value of the Program is at least equal to, or greater than, the value of the facilities and other City resources that will be made available to the Program at the Facility under this Agreement; and

**WHEREAS**, the City and University are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code.

**NOW, THEREFORE**, in consideration of the mutual promises herein, University and the City agree that any Program established and implemented by the City and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

**1. Term, Renewal:** The original term of this Agreement shall commence on October 1, 2009 and end on August 31, 2013. Thereafter, this Agreement shall automatically renew on an annual basis for a maximum of three (3) years unless sixty (60) days written notice of intent to terminate this Agreement is given by either party to the Agreement.

**2. Responsibility of the City:** Except for acts to be performed by University pursuant to the provisions of this Agreement, the City will furnish the premises and professional and

licensed personnel in the field of nursing at the Facility necessary for University's student educational experience. In connection with such Program, the City will:

2.1 Provide access for faculty and students to patients and patient medical records at the Facility as part of the students' clinical experience requirement;

2.2 Periodically review the specific programmatic efforts (as denoted on Attachment "A", incorporated herein for all purposes) and number of students to participate at its Facility, both factors being subject to mutual agreement to both parties prior to the beginning of the clinical experience;

2.3 Appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

2.3.1 Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;

2.3.2 University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;

2.3.3 No person shall act as Facility Liaison without the prior written approval of University;

2.3.4 In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined hereinabove.

2.4 Maintain responsibility for the policies, procedures, and administrative guidelines to be used in the operation of its Facility;

2.5 Participate, if requested by University, in any annual program review activities of University which are directed toward continuing Program improvement; and

2.6 Maintain authority and responsibility for care given to its patients.

2.7 Facility may remove a University participating student from patient care activities with cause, and with prior notice to University. Removal shall not occur based on a constitutionally impermissible basis. Such student may continue with other activities until the matter is resolved between University and the City.

**3. Responsibilities of University:** University will:

3.1 Furnish to City, by and through the Director of the Facility, the names of the students assigned by University to participate in the Program;

3.2 Assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation;

3.3 Designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative;

3.4 Maintain the authority and responsibility for education programs for its students which may be conducted within the Facility;

3.5 Consider for clinical and/or adjunct faculty appointment those members of City's staff at the Facility who contribute significantly to the academic program, subject to academic standards and rank used by University;

3.6 Inform its faculty and students of the requirement to comply with City's Facility policies and procedures when in attendance at the Facility, and patient confidentiality requirements, only insofar as there is no conflict with the policies, rules and regulations of University or the laws and the Constitution of the State of Texas;

3.7 Inform University participating students that they remain subject to the current University House staff Policies & Procedures during the educational experience, with consideration given to specific requirements of the Facility;

3.8 Provide faculty participation, if requested by City, and if available, on committees and task forces of City's Facility;

3.9 Maintain professional liability insurance for students during the term of this Agreement and any extensions thereof;

3.10 Inform all students that they are not employees of City and have no claim against City for any employment benefits.

**4. Consideration:** In exchange for the City providing access to the Facility, as well as the personnel, services and other needed items for the Program, the University, at no cost beyond what is detailed herein and in the program agreements, is providing students who will enhance the workforce and services provided at the Facility for the benefit of the Facility's clientele and the community as a whole.

**5. Compliance with Laws:** Both parties shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations.

**6. Independent Contractor Status:** Nothing in this Agreement is intended nor shall be constructed to create an employer/employee relationship between University and the City, or between the City and University's student. The sole interest and responsibility of the parties is to

ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**7. Oral Representations:** No oral representations of any officer, agent, or employee of the City or University shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

**8. Termination:** Either party may terminate this Agreement at any time, with or without case, by giving the other party thirty (30) days written notice of its intent to terminate the Agreement.

**9. Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

**10. Assignment:** This Agreement may not be assigned by either party without prior written approval of the other party.

**11. Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

**12. Notice:** All required notices shall be provided to the other party via certified mail, return receipt requested. All other notices, communications, and reports under this Agreement shall be either hand delivered, faxed or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

UNIVERSITY: Texas Tech University Health Sciences  
Center  
Attn: Ester Benitez, Senior Business Assistant  
Address: 3601 4<sup>th</sup>. Street MS 6264  
Lubbock, Texas 79430

CITY: City of El Paso  
Attn: Department of Public Health, Director  
5115 El Paso Drive  
El Paso, Texas 79905

COPY TO: City of El Paso  
Attn: City Manager  
2 Civic Center Plaza  
El Paso, Texas 79901

**13. Applicable Law:** This Agreement is entered into in the City and County of El Paso, Texas. The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

**14.** Interns are not employees of either Iowa State University or the City and are not entitled to any employee benefits or compensation of either party which includes not providing Worker's Compensation coverage.

**15.** Either party may require the immediate withdrawal of any Intern from the clinical area whose conduct has a detrimental effect on patients or personnel of the Facility.

**16. FERPA:** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Program, the University hereby designates the City as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program.

**17.** Both parties will instruct their respective faculty, staff, and participating Interns to maintain confidentiality of student and patient information as required by law, including the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability Accountability Act (HIPAA) and by policies and procedures of the University and the City or Facility.

**18. HIPAA:** The parties agree that:

18.1 the City is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

18.2 to the extent that University students are participating in the Program, such students shall:

18.2.1. not be construed to be employees of the City;

18.2.2. receive training by the City on, and subject to compliance with, all of City's privacy policies adopted pursuant to the Regulations; and

18.2.3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a student has access through Program participation or a faculty member has access through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a);

18.3 University will never access or request to access any Protected Health Information held or collected by or on behalf of the City or Facility that has not first been de-identified as provided in 45 CFR §164.514(a); and

**18.4 HHS Privacy Regulations:** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the University offer assurances to the City that the University will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:

18.5 BUSINESS ASSOCIATE AGREEMENT BETWEEN FACILITY AND ACGME  
FACILITY represents that it has and will maintain a current “Business Associate Agreement” with the Accreditation Council for Graduate Medical Education (ACGME). If Facility does not have such an agreement, it agrees to immediately sign a “Business Associate Agreement” with ACGME upon ACGME's request in coordination with this Agreement.

**19. Liability for City and University:** This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under law. The City and University shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective agents or employees. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other’s officers, agents or employees. The City and University expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

**20. Severability:** All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this shall be interpreted as though such invalid agreement, covenant, or provision were not contained herein.

**21. Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior agreements or understandings, whether written or unwritten.

*(signatures on following page)*

TEXAS TECH UNIVERSITY HEALTH  
SCIENCES CENTER

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Elmo M. Cavin  
Executive Vice President

CITY OF EL PASO

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John F. Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

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Michael Hill, Director  
Public Health Department

## **EXHIBIT “A”**

### **Texas Tech School of Nursing Student Rotation**

#### **SCOPE OF EFFORTS**

The City of El Paso Department of Public Health and Community Services Immunization Program in collaboration with the Texas Tech University Health Sciences Center School of Nursing will provide education and training to nursing students in the available clinical areas at a selected Department of Public Health Immunization clinic for a period of five weeks as part of the students' clinical rotations.

Rotations/training schedule will consist of 40 hours per week, four days a week for a period of five weeks. Training will be divided by areas related to the designated clinical division and presented weekly. Students will learn about the various Department of Public Health Policies and Procedures regarding programs to which they are assigned (immunizations, STD/HIV, TB, dental); program's scope of work, and other relevant issues. Through hands-on training, students will become knowledgeable on how to process a patient, State of Texas required data collection system, reporting, treatment modalities, charting, and public health leadership skills to include a presentation on promotion of public health programs. By the end of each five-week long rotation, students will be knowledgeable on how DOPH health clinics operate and the efforts of the Department in building a healthy community. Students will be assigned to a DOPH designated preceptor at selected programs/clinics, which may include any of the following locations:

- Henderson – 721 S. Mesa, El Paso, TX 79901
- Lee Trevino – 1840 Lee Trevino #401, El Paso, TX 79935
- Ysleta – 110 Candelaria, El Paso, TX 79907
- Sunrise – 8500 Dyer #54, El Paso, TX 79904
- Westside – 5195 Mace, El Paso, TX 79932
- Fabens – 101 Potasio, Fabens, TX 79838
- Canutillo – 300 Farm Rd., El Paso, TX 79832
- Carolina – 500 DN Carolina, El Paso, TX 79915
- San Elizario – 12004 Socorro Rd, Socorro, TX 79849
- Socorro – 10720 North Loop, El Paso, TX 79927
- Five Points – 2930 Pershing, El Paso, TX 79930

## **EXHIBIT “A”**

- Montana Vista – 14612 Gregg Rd. El Paso, TX 79938
- Fort Bliss – 51 Slater, Ft. Bliss, TX 79906
- George Dieter – 1757 George Dieter #110, El Paso, TX 79936
- Administration – 5115 El Paso, Dr., El Paso, TX 79905
- Rawlings Dental – 3301 Pera St., El Paso, TX 79905
- Northeast – 5587 Transmountain Rd., El Paso, TX 79924
- Tigua – 5862 San Jose Rd., El Paso, TX 79915