

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

**DEPARTMENT:** Department of Public Health

**AGENDA DATE:** CCA December 22, 2009

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

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

That the Mayor be authorized to sign an Interlocal Agreement for Educational Experience Affiliation by and between the City of El Paso and The University of Texas at El Paso ("UTEP") School of Nursing, for UTEP's placement of its nursing students at the City's Department of Public Health at no cost to the City, and authorizing the City Manager to sign Program Agreements specific to each type of placement of UTEP students at the Department.

**BACKGROUND / DISCUSSION:**

The Department of Public Health and University Representative will design an educational experience in the community health programs for School of Nursing students utilizing the personnel, equipment, and facilities of Facility. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

The initial Program shall begin January 1, 2010 and end August 31, 2015. Subsequent, Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party; otherwise, this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

**PRIOR COUNCIL ACTION:**

Yes, Council has previously approved an Interlocal Agreement with UTEP's Health Sciences department for placement of health, non nursing students.

**AMOUNT AND SOURCE OF FUNDING:**

There is no funding involved with this agreement. In exchange for the City providing access to the Department of Public Health, as well as the personnel, services and other needed items for the Program, UTEP's School of Nursing, at no cost beyond what is detailed in the program agreements, is providing student interns 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.

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**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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

**DEPARTMENT HEAD:**

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(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 The University of Texas at El Paso ("UTEP"), for UTEP's placement of its students at the City's Department of Public Health (the "Department") at no cost to the City, and authorizing the City Manager to sign Program Agreements specific to each type of placement of UTEP students at the Department.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 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 CONTENT:

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Josette Flores  
Assistant City Attorney

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Michael Hill, Director  
Department of Public Health

# EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

## NO. A-1448

THIS AGREEMENT, effective \_\_\_\_\_, 2009, is between The University of Texas at El Paso (“University”), a component institution of The University of Texas System, and the City of El Paso (“City”), a Texas municipal corporation with its principal office located at 2 Civic Center Plaza, El Paso, Texas.

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

WHEREAS, the University’s School of Nursing provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties and

WHEREAS, Facility desires to cooperate with the 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.

WHEREAS, the Mayor and City Council find that the Program will produce highly trained professionals in the medical field and will serve the public purpose of enhancing the quality of the local workforce by offering practical training at the Facility for the benefit of the community’s growing medical services field; 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, The University of Texas at El Paso and the City agree that any program established and implemented by either agency during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to programs (“Program Agreement”) shall be reduced to writing, executed by authorized representatives of both agencies.
2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of both the City and University.
4. **Responsibility of City:** Except for acts to be performed by University pursuant to the provisions of this Agreement, the City will furnish the premises, personnel, services, and all other items at the Facility necessary for the educational experience specified in the Program Agreement. In connection with such Program, the City will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

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

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. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
3. No person shall act as Facility Liaison without the prior written approval of University;
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 in paragraph 4 (c).

**5. Responsibilities of University:** University will:

(a) furnish Facility with the names of the students assigned by University to participate in the Program;

(b) assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

(c) 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.

**6. 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.

**7. Notices:** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested to the respective parties at the respective addresses shown below, unless and until either party is notified in writing. Such notices shall be deemed given when received by such party's designated representative.

UNIVERSITY: University of Texas at El Paso  
Office of Research & Sponsor Projects  
Attn: Vice President for Research  
500 W. University Ave.  
Administration Bldg., Rm. #209  
El Paso, Texas 79968

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

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

**8. Oral Representations:** No oral representations of any officer, agent, or employee of the City, University, or System shall affect or modify any obligations of either party under this Agreement or any Program 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:** Neither this Agreement nor a Program Agreement may 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. Term and Effective Date:** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year until August 31, 2015, unless one party shall give the other thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such thirty (30) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

**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. 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;

**15.** Participating students are not employees of either 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.

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

(a) 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");

(b) to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:

1. be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the City;

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

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

(d) no services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

(e) Both parties will instruct their respective faculty, staff, and participating students 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 and Accountability Act (HIPAA) and by policies and procedures of University and the City.

CITY OF EL PASO

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Joyce A. Wilson  
City Manager

THE UNIVERSITY OF TEXAS AT

EL PASO

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Roberto Osegueda, Vice President  
Office of Research & Sponsored Projects  
For  
Diana S. Natalicio, President

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

The University of Texas at El Paso School of Nursing  
PROGRAM AGREEMENT

No. A-1448

WHEREAS, The University of Texas at El Paso ("University") for the benefit of its School of Nursing, and the City of El Paso through its Department of Public Health ("Facility") have executed an Affiliation Agreement effective on November 19, 2009; and

WHEREAS, University and City desire to implement the provisions of such Affiliation Agreement by providing students enrolled in the University's School of Nursing with educational experience utilizing the personnel, equipment, and facilities of Facility.

NOW THEREFORE, subject to the definitions, terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. PROGRAM. Facility Liaison and University Representative will design an educational experience in the Community Health programs for University students utilizing the personnel, equipment, and facilities of Facility.

a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.

a. Assure that all students selected for participation in the Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with

appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

### 3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

g. Cooperate fully with University in matters related to academic performance and student conduct related to the Program experience.

#### 4. GENERAL PROVISIONS.

a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. The initial Program shall begin November 19, 2009 and end August 31, 2015. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party; otherwise, this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

f. Notices: All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested to the respective parties at the respective addresses shown below, unless and until either party is notified in writing. Such notices shall be deemed given when received by such party's designated representative.

UNIVERSITY:       The University of Texas at El Paso  
Office of Research & Sponsor Projects  
Attn: Vice President for Research  
500 W. University Ave.  
Administration Bldg., Rm. #209  
El Paso, Texas 79968

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

CITY CLERK DEPT.  
09 DEC -9 AM 11:28

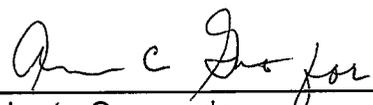
COPY TO: City of El Paso  
Attn: Department of Public Health, Director  
5115 El Paso Drive  
El Paso, Texas 79905

CITY OF EL PASO

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Joyce A. Wilson  
City Manager

THE UNIVERSITY OF TEXAS  
AT EL PASO



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Roberto Osegueda  
For  
Diana S. Natalicio, President

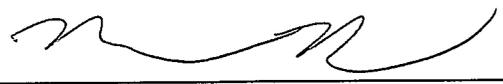
APPROVED AD TO FORM:



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Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:



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Michael Hill, Director  
Department of Public Health