MH/vv
02/12/15
Item #28

AN ORDINANCE 2015-02-12-0101

AUTHORIZING AN AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER (UNIVERSITY) FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PROVIDE HEALTH POLICY DEVELOPMENT EXPERIENCE FOR THE UNIVERSITY'S COLLEGE OF NURSING FOR A PERIOD ENDING MAY 9, 2015.

* * * * *

WHEREAS, the Regents of the University of New Mexico Health Sciences Center (University) of Nursing offers its students a program in the field of health policy development and wishes to provide students enrolled in the program with practical and didactic exposure to health policy development through this agreement with the San Antonio Metropolitan Health District (Metro Health); and

WHEREAS, providing exposure of ongoing public health activities to health profession students will be beneficial to both the student and Metro Health; and

WHEREAS, public health strategy experience will include describing how the immunization registry can improve immunization rates from an "opt in" to an "opt out" program, prioritizing areas of focus and strategies which vaccination advocates can implement to increase vaccinations in children, and communicating the effectiveness of Syphilis testing at initial medical visits and during the third trimester; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee is hereby authorized to execute an agreement with the Regents of the University of New Mexico Health Sciences Center (University) for the San Antonio Metropolitan Health District to provide health policy development experience for the University's College of Nursing for a period ending May 9, 2015. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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SECTION 3. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 12th day of February, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Attachment I

UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER
AFFILIATION AGREEMENT

This Affiliation Agreement (this "Agreement") is entered into effective _____, 2015 between the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, specifically for the College of Nursing ("School"), and the City of San Antonio on behalf of the San Antonio Metropolitan Health District ("City").

RECITALS

A. The School offers its students a program in the field of health policy development ("Program") and wishes to provide students enrolled in the program ("Students") with practical and didactic exposure to health policy development under the supervision of the School and the City.

B. The City wishes to cooperate in providing experience in health policy development for the Students and believes that making its resources available to the School for the education of the School's Students will result in benefits to the City's community.

The parties agree as follows:

I. JOINT RESPONSIBILITIES OF THE PARTIES

The School and City will:

A. Establish the educational objectives for the health policy development experience, devise methods for their implementation, and evaluate the effectiveness of the health policy development experience. The parties will complete a Health Policy Development Program Outline form, a copy of which is attached to this Agreement, as Attachment A, for each Student scheduled for a health policy development experience. Each completed Attachment A will be deemed incorporated in this Agreement, as if fully set forth herein.

B. Determine the number of Students and the period of time to be spent by each Student participating in the Program at the City.

C. Provide proper orientation of Students prior to their arrival at the City, including proper dress, proper identification badge, safety policies, health standards and code of conduct.

II. RESPONSIBILITIES OF THE SCHOOL

The School will:

A. Assume full responsibility for the planning of the educational Program including administration, matriculation, promotion and graduation.

B. Keep the City's supervisor and educators oriented to the Program's philosophy, course objectives, instruction needs and evaluation requirements for the Students.

C. Be responsible for assuring continuing compliance with the educational standards established by the School and its accrediting agencies.

D. In consultation with the City, identify specific Students who will be assigned for health policy development experiences at the City and furnish the City with a list of assigned Students, schedules of Student assignments, and related information.

E. Keep all records and reports of Students' health policy development experiences.

F. Ensure that a faculty member will be available at all times when a Student is carrying out their role for the City.

G. Require Students and assigned faculty to comply with all applicable City rules and regulations.

III. RESPONSIBILITIES OF THE CITY

The City will:

A. Allow School faculty to perform site visits in necessary areas of the City at intervals agreed upon by the parties in order to monitor and evaluate Student progress, and in compliance with all applicable City policies and procedures.

B. Provide Students with opportunities to acquire specific skills and knowledge through experience in health policy development.

C. Advise the School of any changes in its personnel, operation or policies which may affect health policy development experiences.

D. Designate a health policy development coordinator who will be responsible for the planning and implementation of the health policy development experience; adequate orientation of the Students to City programs, policies and proper channels of communication; regular exchange of information between the City and School; and interpreting changes in City policies and programs.

E. Assign a preceptor ("Preceptor") to be responsible for supervision of the Students during the health policy development experience. The City will complete a Preceptor Contact Form, a copy of which is attached to this Agreement as Attachment B, for each scheduled health policy development experience. Each

completed Attachment B will be deemed incorporated in this Agreement, as if fully set forth herein.

F. Permit Students to use its administrative and library facilities and equipment for health policy development training, as well as reasonable study and storage space, without charge.

G. Provide each Student and assigned faculty with a copy of the City's existing pertinent rules and regulations with which the Student and faculty are expected to comply.

H. Provide access to the same food services, reasonable parking areas, and appropriate reference books and manuals as are offered to City employees at established City charges unless other arrangements are made by the parties.

I. Advise the School at least by midterm of any serious deficits noted in the ability of an assigned Student to achieve the stated objectives of the health policy development experience, and work with the School to devise a plan by which the Student may be assisted to achieve the stated objectives.

J. The City may request that School suspend or withdraw any Student from further participation under this Agreement at any time for infractions of applicable laws or regulations or City rules or policies, or for unacceptable performance or unacceptable practices. The City will provide written notice of the suspension, the reason for suspension and any charges to the School.

K. If requested by the School, evaluate the performance of Students on a regular basis using evaluation forms supplied by the School. Completed evaluation forms will be forwarded to the School within one week following conclusion of the Students' health policy development experience.

IV. RELATIONSHIP OF PARTIES

Students and employees of the School will not be considered employees of the City for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the City. This agreement does not constitute an employment contract with School or any student and there is no promise of future employment. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

V. INSURANCE AND LIABILITY

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees or (in the case of School) Students. The New Mexico Risk Management Division provides professional liability coverage of

School, its Students and employees for their activities at the City as set forth in the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended. The City understands that School is not indemnifying City for the acts or omissions to act of School's Students, faculty, and/or employees. The liability of Students and employees of the School will be subject in all cases to the limitations and immunities of the New Mexico Tort Claims Act.

VI. TERM AND TERMINATION

This Agreement will be effective as of the date first set forth above, and will continue in force until May 9, 2015. This Agreement may terminated by either party by delivering written notice of intent to terminate to the other party at least 30 days prior to the proposed date of termination. Students participating in a health policy development experience at the time of termination will be permitted to complete the rotation under the terms of this Agreement.

VII. MISCELLANEOUS

A. **Entire Agreement**. This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

B. **Modifications**. No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

C. **Non-Assignability**. This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

D. **Governing Law**. This Agreement will be construed, interpreted, governed, and enforced in accordance with the statutes, judicial decisions, and other laws of the State of Texas, without regard to its choice of law provisions.

E. **Severability**. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

F. **No Inducement to Refer.** Nothing contained in this Agreement will require either party or any physician of a party to admit or refer any patients to the other party's facilities. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the

provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

G. **Headings**. Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.

H. **Cooperation and Dispute Resolution**. The parties will meet as necessary to discuss and evaluate the School's program at the City. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

I. **Third Parties**. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

J. **Nondiscrimination**. Neither party will discriminate against Students, employees or clients on the basis of race, religion, national origin, sex, sexual orientation, age or handicap.

K. **Confidentiality.** The confidentiality of academic records of the Students will be maintained by the parties in accordance with applicable federal and state laws and regulations regarding confidentiality of Students' records.

L. **Eligibility for Participation in Government Programs.** Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the affiliation under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

M. **Notices**. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To City at:
San Antonio Metropolitan Health District
332 W Commerce St. Suite 300
San Antonio, Texas 78205
Attn: Dr. Anil Mangla, Chief Epidemiologist and Assistant Director of Health

To School at:
Dean
College of Nursing
MSC09 5350
1 University of New Mexico
Albuquerque, New Mexico 87131-0001

N. **Binding Effect**. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

CITY OF SAN ANTONIO

By_____ Date:_____
Typed Name: Thomas L. Schlenker, MD, MPH
Title: Director of Health

SCHOOL: REGENTS OF THE UNIVERSITY OF NEW MEXICO, FOR THE COLLEGE OF NURSING

By_____ Date:_____
Nancy Ridenour, Ph.D., R.N., F.A.A.N.
Dean, College of Nursing

Approved as to form:

_____
Chamiza Pacheco de Alas, Esq.
Associate University Counsel
HSC Office of University Counsel

ATTACHMENT A TO
UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER
AFFILIATION AGREEMENT
College of Nursing
PhD in Nursing, Health Policy Concentration

Health Policy Development Program Outline

Student Name: _____

Program (Course) Name and Number: _____

Program Term- Start Date: _____ **End Date:** _____

University of New Mexico, Health Sciences Center, College of Nursing ("School") Contacts

School Program Coordinator: _____

School Faculty Program Supervisor: _____

(Note: The "School Program Coordinator" and "School Faculty Program Supervisor" can be the same person.)

Health Policy Office Contact Information

Health Policy Office Name: _____

Physical Address: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **E-mail Address:** _____

Facility Type: _____

Health Policy Office Coordinator: _____

Health Policy Office Supervisor ("Preceptor"): _____

(Note: The "Health Policy Office Coordinator" and "Health Policy Office Supervisor/Preceptor" can be the same person.)

Course Description

Building upon objectives from N648 (Introduction to Health Policy Field Placement), students in the health policy concentration of the PhD in Nursing Program apply knowledge from prior courses in health policy, research methods, and other areas through field placements in public or private sector settings.

Course Objectives

The student will:

1. Demonstrate competencies of a health policy leader, advocate, and researcher in a health care delivery, government, advocacy or related setting;
2. Explain how theories and frameworks pertaining to health policy, social determinants of health, and other areas can enhance critical thinking for the field placement experience;
3. Compare and contrast roles of nurses as health policy researchers, advocates, and leaders in different types of public and private settings;
4. Explain how the political, economic, cultural, social, political and other factors influence the field placement organization's functioning, services, and population or health policy outcomes;
5. Engage in written and oral peer review;
6. Analyze research and health policy opportunities for nurse leaders that emerge from this placement.

Addendums to the Health Policy Development Program Outline: *Participating Student's Résumé and Individual Student Objectives.*

Student Scope of Work

The following section is to be completed by the School Program Coordinator in consultation with the School Faculty Program Supervisor, City Coordinator, City Supervisor and Student.

This Program requires students to commit approximately 147 hours to City, during which they are required to complete an assignment that can contribute to the City's mission and goals. Specific aspects of the scope of work include:

1. **Deliverables:**

2. **Tentative Timeline:**

3. **Learning Strategies:**

4. **Methods for Evaluation:**

5. **Expectation regarding time on-site and travel to additional sites:**

6. **Communication plan for duration of the program among the School Program Coordinator, School Faculty Program Supervisor, City Coordinator, City Supervisor and Student:**

By signing below, all parties acknowledge and agree to the above listed scope of work within this document.

City Coordinator (signature) Date
Printed Name:
Printed Title:

City Supervisor "Preceptor" (signature) Date
Printed Name:
Printed Title:

School Program Coordinator (signature) Date
Printed Name:
Printed Title:

School Faculty Program Supervisor (signature) Date
Printed Name:
Printed Title:

Agreed and Accepted:

Student (signature) Date
Printed Name:

UNM
COLLEGE of NURSING

ATTACHMENT B TO
UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER
AFFILIATION AGREEMENT

PRECEPTOR CONTACT FORM
Field Placement-Health Policy Concentration

Preceptor Name: _____ Credentials: _____

Organization: _____

Physical Address: _____

Mailing Address: _____

Contact Info: _____
(Business Phone) *(Mobile Phone)* *(Pager)*

Primary Email: _____ Business Fax: _____

Experience: ***Submission of a CV or a résumé is required.***

Years of experience: _____ Years with current organization: _____

Specialty areas: _____

Have you participated in a preceptor role in the past? ☐ Yes ☐ No

Facility :

Facility Type (check all that apply): ☐ **Government Agency** ☐ **Think Tank** ☐ **Private Organization** ☐ **Policy Center** ☐ **Other:**_____
☐ **Community Based Organization** ☐ **Health Care Facility**
☐ **Health Care Consulting Organization**

Populations Served: ☐ Infants ☐ Children ☐ Adolescents ☐ Adults ☐ Women ☐ Geriatrics

Roles and Responsibilities:

Did you receive a final Health Policy Field Placement Outline? ☐ Yes ☐ No

Did you receive orientation for your role as Preceptor? ☐ Yes ☐ No

What additional assistance would be beneficial to support and enhance your role as a preceptor?

_____

_____

_____

_____

PLEASE RETURN COMPLETED FORM AND CV OR RESUME TO:

Michelle R. Casias, RWJF Nursing and Health Policy Collaborative at UNM College of Nursing
MSC 09 5350, 1 University of New Mexico, Albuquerque, NM 87131
Tel: (505) 272-9340 Fax: (505) 272-8901 Email: mrcasias@salud.unm.edu