

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

DEPARTMENT: Fire

AGENDA DATE: City Council: October 27, 2015

CONTACT PERSON NAME AND PHONE NUMBER: Samuel Peña (Fire Chief) 485-5605
Robert Arvizu (FMR Deputy Chief) 485-5635

DISTRICT(S) AFFECTED: All Districts (city-wide)

STRATEGIC GOAL: Goal 2: Set the Standard for a Safe and Secure City

SUBJECT:

Memorandum of Understanding between the Federal Bureau of Investigation and the City of El Paso Texas.

BACKGROUND / DISCUSSION:

Please see attachment: Memorandum of Understanding between the Federal Bureau of Investigation and the City of El Paso.

The proposed memorandum of understanding between the City of El Paso and the Federal Bureau of Investigation would create a continuing education training program for the Federal Bureau of Investigation Emergency Medical Technicians (EMT) through the El Paso Fire Department. The continuing education would be accomplished through ambulance ride-alongs and give the Federal Bureau of Investigation the tools necessary to maintain required training hours for EMT certifications.

The proposed memorandum is in alignment with the City's strategic goals and strategies of increasing public safety operational efficiency.

PRIOR COUNCIL ACTION:

N/A

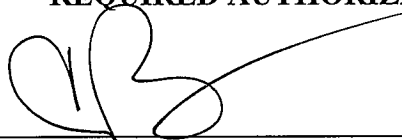
AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****



DEPARTMENT HEAD:

Samuel Peña, Fire Chief, El Paso Fire Department

RESOLUTION

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

That the Mayor be authorized to sign a Memorandum of Understanding between the Federal Bureau of Investigation ("FBI") and the City of El Paso to allow required training hours for FBI Emergency Medical Technicians – Basic or Paramedic to occur in the form of ambulance ride-alongs, in order to further the public safety purpose of qualified emergency responders available to respond to federal emergency medical situations.

ADOPTED THIS _____ day of _____ 2015.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Peña
Fire Chief

Memorandum of Understanding

between the

Federal Bureau of Investigation

and

City of El Paso, Texas

WHEREAS, the City of El Paso provides emergency ambulance service to its citizens;
and

WHEREAS, the Federal Bureau of Investigation counts among its employees, Emergency Medical Technicians – Basic or Paramedic, who provide emergency response when necessary in the course and scope of federal crisis management responsibilities; and

WHEREAS, the Federal Bureau of Investigation seeks to maintain the certification of its employees who are Emergency Medical Technicians (“EMT”)– Basic or Paramedic, and in order to do so, those employees require sufficient training hours; and

WHEREAS, the City of El Paso is willing to provide training hours in the form of ambulance ride-alongs in order to further the public purpose of enhancing the pool of qualified emergency responders available to respond to emergency medical conditions occurring within the City during federal emergency response situations; and

WHEREAS, the parties believe that a cooperative agreement between the parties would provide a mutual benefit to residents of the City; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- A. Preamble: The El Paso Division of the Federal Bureau of Investigation (FBI) has an interest in maintaining the emergency medical capabilities of FBI Emergency Medical Technician (“EMT”) personnel for the benefit of SWAT and other crisis management responsibilities. The City of El Paso, Texas has an interest in furthering the public purpose of enhancing the availability of qualified EMTs for the benefit of the community. The FBI and the City of El Paso, Texas believe that this MOU is in the mutual benefit of both parties.
- B. Purpose: This MOU outlines the understanding of both parties regarding the FBI’s request for ride-alongs in the City of El Paso’s Fire Department ambulances.

This MOU is not an obligation or commitment of funds nor a basis for transfer or funds, but rather is a basic statement of the understandings between the parties. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable law, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

C. Responsibility of FBI participants:

1. FBI participants shall comply with the policies, procedures, and protocols of the City of El Paso, Texas Fire Department;
2. FBI participants will be certified Emergency Medical Technicians—Basic or Paramedic;
3. The FBI will designate a person to act as liaison (“point of contact”) with the City of El Paso, Texas Fire Department for purposes of this MOU, and shall provide the contact information of the designee in writing to the City of El Paso Fire Department within 10 days of such designation;
4. The FBI, through their designated liaison, will coordinate participation with the City of El Paso, Texas Fire Department in advance and understands that participation is at the sole discretion of the City of El Paso, Texas Fire Department.

D. Responsibilities of the City of El Paso, Texas:

1. The City of El Paso, Texas, by and through its Fire Department, shall provide an orientation to the FBI participants regarding facilities, policies, procedures, and protocols, prior to any FBI personnel training taking place in any City ambulance;
2. The City of El Paso shall maintain overall responsibility for the total care of patients in City of El Paso ambulances assigned for selected learning experiences.
3. The City of El Paso, Texas understands that the FBI participants are on call 24 hours a day and must be available for emergency response, on behalf of the FBI, for FBI matters at all times;
4. The City of El Paso, Texas will designate a Fire Department person to act as liaison (“point of contact”) with the FBI for purposes of this MOU, and shall provide the contact information of the designee in writing to the FBI within 10 days of such designation;
5. The City of El Paso, Texas will refrain from using the, “Federal Bureau of Investigation,” in any of its publications or advertising media.
6. The City of El Paso, Texas reserves the right to deny participation by any FBI employee whose conduct or work is not in the best interests of the City of El Paso, Texas.

- E. Consideration: The enhanced pool of EMTs available for the benefit of the local community constitutes sufficient consideration for this agreement.
- F. Term: The effective date of this MOU is the date it is executed by the last signatory. The MOU will remain in effect until modified or terminated by the parties. The City of El Paso, Texas or the FBI may terminate the MOU at any time, with notification to the designated point of contact of the other party.
- G. Liability: The FBI and City of El Paso, Texas acknowledge that financial and civil liability for the negligent acts and omissions of each participant remains the sole and exclusive responsibility of the employee and/or employing agency. Each participating agency shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their official duties. This arrangement is not intended to, and shall not, be deemed to have any independent legal status separate and apart from the individual sovereign governments from which its members emanate. Nothing in this MOU is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. This MOU is not intended, and should not be constructed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties hereto.
- H. Independent Contractor: The parties hereto are each independent contractors. No partnership, joint venture, or joint enterprise is intended to be created by this agreement, nor any principal, agent or employer/employee relationship. No party hereto has, and no party hereto shall attempt to assert, the authority to make commitments for or to bind any other party to any obligation.
1. The FBI acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation other than the obligations set forth in this agreement. The City also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the FBI to any obligation other than the obligations set forth in this agreement.
- I. HIPAA. The parties agree to maintain and secure the confidentiality of the patient's protected health information as mandated by the Health Insurance Portability and Accountability Act (HIPAA), and to execute the Business Associate Agreement, attached hereto as Exhibit "A".
- J. Notice: Notices required herein shall be mailed, postage prepaid, or hand delivered to the following, or to such other address as the parties indicate after signing this agreement:

TO CITY: CITY OF EL PASO
Fire Department
Attn: Fire Chief Samuel Pena
416 North Stanton, 2nd Floor Suite
El Paso, Texas 79901
915-485-5600

TO FBI: Federal Bureau of Investigation
Attn: SSA Valerie Venegas
660 South Mesa Drive
El Paso, Texas 79912
915-832-5000

K. The parties agree to abide by all applicable laws.

By subscription of their signatures below, the parties acknowledge that they have read, understood, and will abide by the foregoing statements in this MOU, and that the person signing the agreement has the authority to sign and bind their respective party to this agreement

(SIGNATURES APPEAR ON FOLLOWING PAGES)

THE STATE OF TEXAS

§

§

COUNTY OF EL PASO

§

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU OF
INVESTIGATION AND CITY OF EL PASO, TEXAS**



SAC Douglas E. Lindquist
Special Agent in Charge
El Paso Division
Federal Bureau of Investigation

10/9/15

Date

(Signatures continue on following page)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL BUREAU OF
INVESTIGATION AND CITY OF EL PASO, TEXAS**

APPROVED by the City Council, El Paso, Texas in its meeting held on the ____ day of _____, 2015 and executed by its authorized representative.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

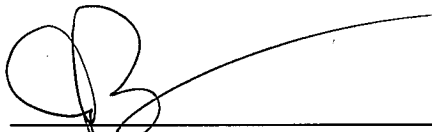
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Peña, Fire Chief
Fire Department

Exhibit A

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2015 by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Federal Bureau of Investigation, ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Federal Bureau of Investigation.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use

Information if necessary for the proper management and administration of ~~BUSINESS ASSOCIATE~~ or to carry out legal responsibilities of ~~BUSINESS ASSOCIATE~~. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

- a. The disclosure is required by law; or
- b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

- d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).
- (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including

substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).
- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.

- ## B. Term and Termination

ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.

- b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
- c. Notify the Secretary of HHS if termination is not possible.

3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.

- f. **Survival.** The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. **Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.
4. **Injunction.** CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.
5. **Indemnification.** BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. **Miscellaneous**

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of

protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.

3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Federal Bureau of Investigation
ATTN: SSA Valerie Venegas
660 South Mesa Drive
El Paso, TX 79912

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any

Party's right to demand strict compliance with all provisions of this Agreement.

6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

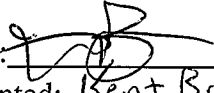
Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the ____ day of _____, 2015.

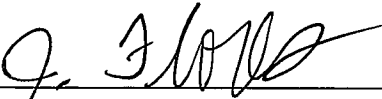
CITY OF EL PASO

Tomás González
City Manager

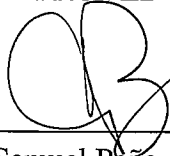
BUSINESS ASSOCIATE – FEDERAL
BUREAU OF INVESTIGATION

Signature: 
Name Printed: Kent Brown
Title: Special Agent

APPROVED AS TO FORM:


Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT: _____


Samuel Peña
Fire Chief