

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

**DEPARTMENT:** Public Health

**AGENDA DATE:** CCA 01/08/13

**CONTACT PERSON NAME AND PHONE NUMBER:** Bruce Parsons, 771-5702

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

**THAT** the City Manager be authorized to sign the Agreement by and between the City of El Paso ("City") and Texas Tech University Health Sciences Center Department of Internal Medicine ("TTUHSC") for the provision of health services for the City's Department of Public Health Sexually Transmitted Disease Clinic by physicians from the TTUHSC for the period from January 8, 2013 through August 31, 2013.

**BACKGROUND / DISCUSSION:**

Services are paid at \$100 per hour per half day clinic, for a maximum of \$400 per day not to exceed \$100,000 during the term of the agreement.

**PRIOR COUNCIL ACTION:**

Yes; November 08, 2011 and November 09, 2010

**AMOUNT AND SOURCE OF FUNDING:**

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

**DEPARTMENT HEAD:** \_\_\_\_\_



**RESOLUTION**

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

**THAT** the City Manager be authorized to sign the Agreement by and between the City of El Paso ("City") and Texas Tech University Health Sciences Center Department of Internal Medicine ("TTUHSC") for the provision of health services for the City's Department of Public Health Sexually Transmitted Disease Clinic by physicians from the TTUHSC for the period from January 8, 2013 through August 31, 2013.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Josefte Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bruce A. Parsons, Interim Director  
Department of Public Health

THE STATE OF TEXAS           §  
  §           AGREEMENT  
COUNTY OF EL PASO         §

This Agreement (the "Agreement") is entered into on \_\_\_\_\_, 201\_\_ between the following parties:

The CITY OF EL PASO, hereinafter called the "CITY" and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, DEPARTMENT OF INTERNAL MEDICINE, hereinafter called the "TTUHSC", witnesseth:

**WHEREAS**, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for governmental functions and services, including all or part of a function in the area of public health and welfare; and,

**WHEREAS**, it is the intent of the parties that the services and functions to be performed pursuant to this Contract constitute solely governmental functions and services;

**NOW, THEREFORE**, for and in consideration of the following mutual promises, the parties agree to the following:

**ARTICLE I**

**SCOPE OF SERVICES**

TTUHSC through the Department of Internal Medicine at the El Paso Regional Academic Health Center shall provide professional services, specifically the services of Dr. Ogechika Karl Alozie to the CITY's DPH Sexually Transmitted Disease Clinic. The following services will be provided by a TTUHSC physician who is licensed to practice in the State of Texas, and has medical expertise in General Internal Medicine:

- Develop and update protocols for the assessment and treatment for sexually transmitted disease ("STD");
- Examine patients for STD and prescribe a course of treatment;
- Review and sign all patient charts related to such examinations and treatment;
- Prescribe medication for patients, as needed;
- Provide a medical assessment regarding patients who do not follow STD protocol;
- Be available through pager and telephone to provide consultation, as needed, with STD staff when not physically present at the CITY's clinics.

All services are to be performed by TTUHSC in accordance with the needs of the CITY, as determined by the CITY's DPH Director.

**ARTICLE II****COMPENSATION**

The DPH Director or designee must respond in writing to any concerns/suggestions that are raised in writing by the TTUHSC.

The CITY agrees to pay TTUHSC for services rendered at a rate of ONE HUNDRED and NO/100 DOLLARS (\$100.00) per hour, per half-day clinic of four (4) hours, for a maximum of FOUR HUNDRED and NO/100 DOLLARS (\$400.00) per day. Total compensation shall not exceed FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00) during the term of this Agreement. Services will be rendered on an as-needed basis, but not less than one (1) half-day clinic session per week in the CITY'S DPH STD Clinic. Exceptions to this scheduling will be mutually agreed upon prior to scheduling the clinics.

The CITY will pay TTHUSC in monthly installments upon presentation of a monthly statement from TTHUSC. The funds generated from these services will accrue to the Medical Practice Income Plan account of the TTHUSC Department of Internal Medicine.

**ARTICLE III****NO AGENCY RELATIONSHIP**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the CITY and TTHUSC. TTHUSC shall be deemed at all times to be an independent contractor.

**ARTICLE IV****NO INDEMNIFICATION**

The parties expressly agree that no Party shall have the right to seek indemnification or contribution from any other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

**ARTICLE V****LIABILITY INSURANCE**

All physicians providing services pursuant to this Agreement shall maintain professional liability insurance as provided under the Texas Tech University Health Sciences Center Medical Malpractice Self-Insurance Plan.

ARTICLE VI**MISCELLANEOUS**

This Contract shall become effective on the day on which the El Paso City Council approves this Agreement, and shall continue in full force until August 31, 2013, subject to any limitations set forth herein. Either party may terminate this Agreement by giving the other parties thirty (30) days written notice. TTUHSC may immediately terminate upon non-payment or upon the total compensation amount reaching \$50,000.00 dollars.

Notices required herein shall be sent, postage prepaid, to the following, or to such other address as provided by a party in writing to the other party without the need to formally amend this contract:

CITY OF EL PASO:           City Manager  
2 Civic Center Plaza  
El Paso, TX 79901-1196

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

TTUHSC:                   Texas Tech University Health Sciences Center  
Department of Internal Medicine  
Attention: Department Administrator  
4800 Alberta Avenue  
El Paso, Texas 79905

If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement, provided that any invalid portions are not material to the overall purpose and operation of this Agreement. The remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

For purposes of determining the place of the contract and the law governing the same, it is agreed that this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for any dispute arising out of matters related to this Contract shall be in El Paso County, Texas.

This Agreement may be amended in writing to include such provision(s) as the Parties may agree upon.

Neither Party shall have the right to assign or transfer their right to any third parties under this Agreement without prior written consent of the non-transferring party.

## ARTICLE VII

### MEDICAL RECORDS & CONFIDENTIALITY

TTUHSC shall have access to the complete medical records of all sexually transmitted disease patients to whom health care is or has been provided in whole or in part, by any TTUHSC physician. Access to or copies of such records shall be made available to TTUHSC upon request within a reasonable period of time, not to exceed 48 hours from the time of the request.

Protected health information. The Parties agree that all patient health care information viewed, collected or maintained for the administration of this Agreement is protected by them from unauthorized use or disclosure in accordance with prevailing statutes, regulations, custom and usage, and canons or codes of professional ethics. Any use or disclosure of confidential patient information will be in accordance with all applicable federal and State laws, rules and regulations. Further, any use or disclosure of protected health information will be in compliance with the standards set forth in the Health Insurance Portability and Accountability Act, Public Law 104-191, 45 C.F.R. § 164.506, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA."

## ARTICLE VIII

### COMPLIANCE

The parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law.

## ARTICLE IX

### INTERLOCAL CONTRACT PROVISION

The CITY shall pay for services received from appropriation items or accounts of the CITY from which like expenditures would normally be paid, based upon vouchers drawn by the CITY payable to TTUHSC.

The Parties expressly agree that, in all things relating to this Agreement, the CITY and TTUHSC are performing governmental functions, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the CITY or of TTUHSC that, in any

way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

**ARTICLE X**

**INDEMNIFICATION FOR BILLING ACTIVITIES**

The CITY will comply with all applicable federal state laws and regulations and policies and requirements of accrediting organizations relating to billing procedures and requirements, including but not limited to, all regulations, guidelines and standards of the Health Care Finance Administration, Medicare, Medicaid, Champus, the Health Insurance Portability and Accountability Act, and regulations, policies and requirements to third party payers.

The undersigned contracting parties bind themselves to the faithful performance of this Agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO:

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

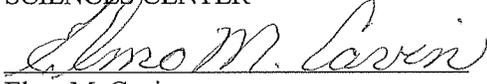
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bruce A. Parsons, Interim Director  
Department of Health

APPROVED AS TO FORM:

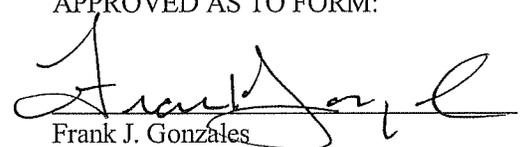
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

TEXAS TECH UNIVERSITY HEALTH  
SCIENCES CENTER

  
\_\_\_\_\_  
Elmo M. Cavin  
Executive Vice President

Date: 12/14/2012

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Frank J. Gonzales  
Associate General Counsel