

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

**DEPARTMENT:** Health Department

**AGENDA DATE:** CCA January 10, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** Michael Hill, 771-5702

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Council approves of the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term and sets the total compensation of the health authority at \$43,200 for services rendered for that two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code.

**BACKGROUND / DISCUSSION:**

Dr. Ocaranza has previously served as the Health Authority for the Department of Public Health.

**PRIOR COUNCIL ACTION:**

City Council approved similar item in 2007 & 2009

**AMOUNT AND SOURCE OF FUNDING:**

41010162 – Support Services for the amount of \$43,200

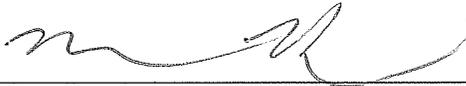
**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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\*\*\*\*\*AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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**RESOLUTION**

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

**That** the City Council approves of the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term and sets the total compensation of the health authority at \$43,200 for services rendered for that two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code.

ADOPTED this \_\_ day of January, 2012.

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

**APPOINTMENT OF HEALTH AUTHORITY**  
**CITY OF EL PASO**

WHEREAS, the director of the City of El Paso's Department of Public Health is authorized, by ordinance and in conformity with Chapter 121 of the Texas Health and Safety Code, to appoint the Health Authority of the City of El Paso, with the approval of the City Manager.

NOW, THEREFORE, upon taking the OATH OF OFFICE, Hector I. Ocaranza, M.D., be and is hereby appointed health authority for the City of El Paso, Texas, effective for a two year term of office beginning January 1, 2012.



\_\_\_\_\_  
Michael Hill, Director  
Department of Public Health

APPROVED:

\_\_\_\_\_  
Joyce Wilson  
City Manager

Filed in the Office of the City Clerk this \_\_\_\_\_ day of January 2012.

STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO     §

**INDEPENDENT SERVICES CONTRACT**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the **CITY OF EL PASO**, hereinafter referred to as "City" and **DR. HECTOR I. OCARANZA**, hereinafter called "Contractor."

**WITNESSETH:**

WHEREAS, Section 121.023, Health and Safety Code, provides that a Health Authority has a two year term of office; and

WHEREAS, Contractor is a physician capable of performing the duties of the Health Authority; and

WHEREAS, Contractor has been appointed as the Health Authority by the Director of the Department of Public Health, which appointment has been approved as required by state statute; and

WHEREAS, it is necessary and appropriate for the City to enter into this contract with Contractor to set the compensation and establish such other necessary and appropriate provisions for the Contractor's services while the Contractor serves during this term of office.

**NOW, THEREFORE**, the City and Contractor do hereby mutually agree as follows:

1.     **Services.** During the Period of Contract, the Contractor shall be the Health Authority for the City of El Paso, Department of Public Health and all jurisdictions which have by contract with the City agreed that the City's Health Authority shall serve as the Health Authority for that jurisdiction, and shall perform such services as required by state statute of a Health Authority.

2.     **Period of Contract.** The services of Contractor are to commence on January 1, 2012, and shall continue for the ensuing two-year term of office.

3. **Compensation and Method of Payment.** Contractor shall be compensated in the amount of ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 (\$1,800.00) per month, during the Period of Contract. The City will not pay any fringe benefits. Contractor understands that as an independent contractor, taxes will not be withheld from the Contractor's payment, and consequently Contractor assumes all liability for payment of taxes on his earnings.

Contractor shall receive no compensation from patients serviced by the Department of Public Health for services rendered by Contractor in his capacity as Health Authority and only the Department of Public Health shall be eligible to make application for Medicare, Medicaid and other third party health insurance coverage reimbursement.

4. **Location of Performance.** The place where such services are to be performed is the City and County of El Paso, State of Texas, or as otherwise necessary in conjunction with the performance of Contractor's statutorily required duties.

5. **Independent Contractor Relationship.** Nothing herein shall be construed as creating the relationship of employer and employee between the parties. The City nor Department of Public Health shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract, unless otherwise herein authorized.

6. **Proof of Lawful Work Status.** Contractor agrees to comply with the Immigration Reform and Control Act. Contractor agrees to complete all necessary forms or documents including Form I-9 and to provide proof of United States citizenship or lawful residency and work status within three (3) days of the execution of this Contract.

7. **Insurance.** Contractor agrees to carry his own professional liability insurance and to provide proof of such insurance to the Department of Public Health prior to commencement of services as Health Authority. The policy shall list the City of El Paso, as an additional insured. Said professional liability insurance policy limits shall be in accordance with the accepted standards

of the local medical community, but in no event, less than in an amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) combined single limit for injury or death to one or more persons, whichever amount is greater.

Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. Contractor shall file a copy of the policy binder and a certificate of insurance with the City within ten (10) days of execution of this Contract. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage decreased without thirty (30) days prior written notice to the City.

**8. INDEMNIFICATION. As a condition of the granting of this Contract, the Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR CONTRACTOR'S SERVICES AS HEALTH AUTHORITY. Without modifying the Contractor's obligation to preserve and assert any defense available to the City, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor will pay all**

judgments in actions defended by the Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

9. **Law Governing Contract.** For purposes of determining the place of the Contract and the law governing the same, it is agreed that this Contract is entered into in the City of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

10. **Termination.** Contractor may terminate this Contract upon thirty (30) days written notice to the City. This agreement shall automatically terminate in the event that Contractor ceases to be the Health Authority, to include but not be limited to Contractor's resignation or removal, or the appointment of a physician as the Director of the Department of Public Health.

11. **Notices.** Notices required herein shall be either hand-delivered or mailed, postage pre-paid, to the following addresses:

City: City of El Paso  
Attn: City Manager  
#2 Civic Center Plaza  
El Paso, Texas 79901-1196

Contractor: Hector I. Ocaranza, M.D.  
1329 Calle Lago  
El Paso, Texas 79912

12. **Entire Agreement.** This Contract constitutes and expresses the entire agreement between the parties in reference to the services of the Contractor for the City of El Paso, and to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to

the hiring of such services; all promises, representations and understandings relative thereto herein being merged.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

CITY OF EL PASO, TEXAS

CONTRACTOR:

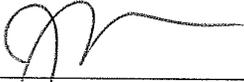
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Joyce A. Wilson  
City Manager

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Hector I. Ocaranza, M.D.

APPROVED AS TO FORM:



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John R. Batoon  
Assistant City Attorney