

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

**DEPARTMENT:** Health Department

**AGENDA DATE:** CCA March 13, 2012

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

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

THAT the City Manager be authorized to sign the First Amendment to the Agreement by and between the City of El Paso ("City") and Texas Tech University Health Sciences Center Department of Internal Medicine ("TTUHSC") to eliminate all references to TTUHSC physician coverage for the City's Tuberculosis Clinic from the Agreement entered into on October 1, 2012 by and between the City and TTUHSC.

**BACKGROUND / DISCUSSION:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

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 Manager be authorized to sign the First Amendment to the Agreement by and between the City of El Paso ("City") and Texas Tech University Health Sciences Center Department of Internal Medicine ("TTUHSC") to eliminate all references to TTUHSC physician coverage for the City's Tuberculosis Clinic from the Agreement entered into on October 1, 2012 by and between the City and TTUHSC.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF EL PASO

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

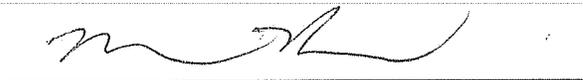
ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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



- 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 the TTUHSC in accordance with the needs of the CITY as determined by the City's DPH Director.

**1.02** In order to remove all references to TTUHSC physician coverage for the CITY'S tuberculosis clinic, Article II of the Agreement shall be replaced in its entirety as follows:

## ARTICLE II

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 ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00) 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.

**1.03** In order to remove all references to TTUHSC physician coverage for the CITY'S tuberculosis clinic, Article VII of the Agreement entitled "MEDICAL RECORDS & CONFIDENTIALITY" shall be replaced in its entirety as follows:

## 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 are 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 & 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."

1.04 The effective date of this Amendment shall be February 1, 2012.

1.05 Except as expressly amended herein, the Agreement remains in full force and effect.

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF EL PASO:

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

APPROVED AS TO CONTENT:

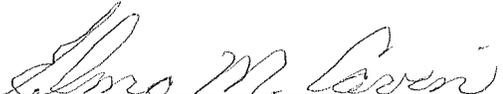
APPROVED AS TO FORM:

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

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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

TEXAS TECH UNIVERSITY HEALTH  
SCIENCES CENTER

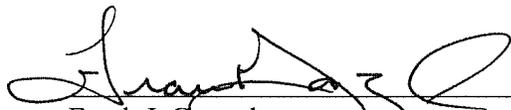


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Elmo M. Cavin  
Executive Vice President

Date: 2/9/2012

APPROVED AS TO FORM:



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Frank J. Gonzales  
Associate General Counsel