

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

DEPARTMENT: Department of Public Health – Administration

AGENDA DATE: CCA Consent 11/08/11

CONTACT PERSON/PHONE: Michael Hill, Director (771-5702)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign an Agreement between the City of El Paso and Texas Tech University Health Sciences Center, Department of Internal Medicine, for the provision of health services for the City's Department of Public Health Tuberculosis Control Clinic and the City's Department of Public Health Sexually Transmitted Disease Clinic by physicians from the Texas Tech University Health Science Center Department of Internal medicine, for the period from October ____, 2011 through August 31, 2012.

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:

Has the Council previously considered this item or a closely related one?

Yes, November 9, 2010

AMOUNT AND SOURCE OF FUNDING:

n/a

BOARD / COMMISSION ACTION:

N/A

*****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 an Agreement between the CITY OF EL PASO and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, DEPARTMENT OF INTERNAL MEDICINE, for the provision of health services for the City's Department of Public Health Tuberculosis Control Clinic and the City's Department of Public Health Sexually Transmitted Disease Clinic by physicians from the Texas Tech University Health Sciences Center Department of Internal Medicine, for the period from October __, 2011 through August 31, 2012.

PASSED AND APPROVED this _____ day of _____, 2011.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

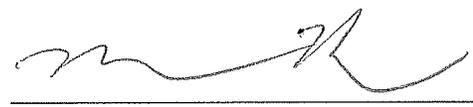
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Michael Hill, Director
Department of Public Health

In addition, TTUHSC through the Department of Internal Medicine at the El Paso Regional Academic Health Center shall provide professional services, specifically the services of Dr. Richard McCallum and Dr. Ogechika Karl Alozie, to the CITY'S DPH Sexually Transmitted Disease Clinic. The following services will be provided by the 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 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 the TTUHSC in accordance with the needs of the CITY as determined by the City's DPH Director.

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 two (2) or more than four (4) half-day clinic sessions per week in the CITY'S DPH TB Clinic, and 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.

In addition, Dr. Hughes, Dr. Figueroa, Dr. Logvinoff and Dr. Richard McCallum will be available through pager and telephone to provide consultation as needed with DPH-TB or DPH-STD staff and local public and private agencies when not physically present at the TB or STD clinic. The CITY also agrees to pay TTHUSC THIRTY DOLLARS (\$30.00) per month for cellular phone charges used pursuant to this Agreement.

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.

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 Agreement 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 tuberculosis and 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."

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.

(signatures to follow on next page)

APPROVED this _____ day of _____, 2011.

CITY OF EL PASO:

Joyce A. Wilson
City Manager

APPROVED AS TO CONTENT:



Michael Hill, Director
Department of Health

APPROVED AS TO FORM:



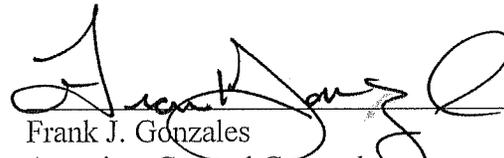
Josette Flores
Assistant City Attorney

TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER



Elmo M. Cavin
Executive Vice President
Date: 10/14/2011

APPROVED AS TO FORM:



Frank J. Gonzales
Associate General Counsel