

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

**DEPARTMENT:** Environmental Services

**AGENDA DATE:** December 17, 2013

**CONTACT PERSON NAME AND PHONE NUMBER:** Ellen A.Smyth, P.E., Director, (915) 621-6712

**DISTRICT(S) AFFECTED:** City of Anthony

**SUBJECT:**

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the City of Anthony, Texas, for the period of September 1, 2013 through August 31, 2014, for the provision of public health and environmental services by the City of El Paso for the City of Anthony

**BACKGROUND / DISCUSSION:**

The scope of services will include inspection services of food establishments and public facilities, complaint investigation and enforcement, mosquito and animal control, dog and cat registration services, communicable disease investigation, medical health services, immunization services, tuberculosis and sexually transmitted disease control services, and air quality monitoring and inspections.

City of Anthony will pay the City of El Paso \$82,776.00

**PRIOR COUNCIL ACTION:**

September 2011

December 2012

**AMOUNT AND SOURCE OF FUNDING:**

\$82,776.00

3100-34060-460250 - \$41,017.00

1000/41160/460250 - \$41,759.00

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**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**RESOLUTION**

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the City of Anthony, Texas, for the period of September 1, 2013 through August 31, 2014, for the provision of public health and environmental services by the City of El Paso for the City of Anthony.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

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

APPROVED AS TO FORM

APPROVED AS TO CONTENT

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

\_\_\_\_\_  
Robert Resendes, MBA, MT(ASCP), CLS(RI),  
Director, Department of Public Health

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Department of Environmental Services

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the CITY OF ANTHONY, TEXAS (“City of Anthony”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

**RECITALS**

**WHEREAS**, the City of El Paso and City of Anthony are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

**WHEREAS**, the City of El Paso has both a Department of Public Health and a Department of Environmental Services; and

**WHEREAS**, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health and environmental services to the City of Anthony is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

**WHEREAS**, the City of Anthony desires to have the City of El Paso’s appointed health authority serve as the City of Anthony’s health authority; and

**WHEREAS**, the City of Anthony desires to have the City of El Paso’s designated Local Rabies Control Authority serve as the City of Anthony’s designated authority, as necessary pursuant to state law; and

**WHEREAS**, the City of Anthony requests assistance from the City’s Animal Services Division as the City of Anthony has no location to house animals that it retrieves or other individuals or entities retrieve at the request of the City of Anthony; and

**WHEREAS**, the City of Anthony will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the City of Anthony, which is confidential and must be afforded special treatment and protection; and

**WHEREAS**, the City of El Paso will also have access to and/or receive from the City of Anthony certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations;

**WHEREAS**, the City of El Paso will include the City of Anthony in public health research projects, to examine health conditions in the City of Anthony, when funded by the State

of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

**FOR THESE REASONS**, and in consideration of the mutual promises contained in this Agreement, the City of Anthony and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and the City of Anthony hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 229.161 et seq.

1.1.2 The City of El Paso will provide complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of Anthony ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of the City of Anthony to include but not be limited to adult, adolescent and

childhood immunizations as recommended by the Texas. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the City of Anthony. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the City of Anthony in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City will provide pediatric dental services to residents living in the City of Anthony in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the City of Anthony's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the City of Anthony hereby accepts and agrees to the following terms and conditions:
  - 1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the

public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.2.2 The City of El Paso agrees to provide the following animal control services:

1.2.2.1 The City of El Paso will receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that the City of Anthony either delivers or requests to be delivered to said Shelter. The City of El Paso will board each animal that the City of Anthony delivers or requests to be delivered to said Shelter, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

1.2.2.1.1 The City shall recoup from all animal owners who reclaim their animal at the Shelter, prior to releasing an animal to the owner, all applicable fees in order to mitigate charges to the City of Anthony to include the one time impound fee of \$55.00/animal; kenneling fee of \$10.00/day for a dog or cat, and \$15.00/day for an animal other than a dog or cat; and the quarantine fee of \$10.00/day.

1.2.2.2 The City of El Paso agrees to provide animal control services as determined to be appropriate by City of El Paso staff and as required by law, including but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate State animal-related rules and laws and City of Anthony ordinances, impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of animals as necessary.

1.2.3 The City of El Paso will include the jurisdictional areas of the City of Anthony within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance

with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Anthony as required under these grant provisions. Provided however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and in any such instances, the Director of the City of El Paso's Department of Public Health or the Director of the City of El Paso's Department of Environmental Services shall give written notice to the City of Anthony that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the City of Anthony of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, the City of Anthony agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and other service functions in the City of Anthony pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and which pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of the City of Anthony through the City of Anthony Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court

sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. The City of Anthony Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the City of Anthony pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Anthony officials, as requested.
- 1.9 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the City of Anthony does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the City of Anthony, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and other services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the City of Anthony). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso. The place where the specific services described in Subsections 1.2.2.1 are to be performed is at the Shelter.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for the City of Anthony, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY.** The Parties agree that the individual designated by the City to serve as the Local Rabies Control Authority will serve as the Local Rabies Control Authority for the City of Anthony, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

5. **RABIES ORDER.** The Parties expressly agree that the February 15, 1974 Rabies Order of the El Paso County Commissioners' Court, and any lawfully adopted successor orders, shall apply within the jurisdictional areas of the City of Anthony.

6. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2013, and shall terminate on the 31st day of August 2014, regardless of the date of execution of this Agreement.

6.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the City of Anthony, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2014, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the City of Anthony at the rate described in the present Agreement, and the City of Anthony shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

7. **COMPENSATION.**

7.1 The City of Anthony agrees to pay the amount not to exceed EIGHTY TWO THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS AND NO/100 (\$82,776.00) for services rendered in accordance with this Agreement, excluding the services described in Section 6.1. Payments shall be made in equal monthly installments, each in the amount of SIX THOUSAND EIGHT HUNDRED NINETY EIGHT DOLLARS AND NO/100 (\$6,898.00), with the first payment becoming due and payable on the 1<sup>st</sup> day of September 2013 or within 10 days after the date that the City of Anthony signs this Agreement, whichever is later. The monthly installment described in this Section 7.1 does not include the services described in Section 6.1.

7.2 The Parties acknowledge that the funds paid by the City of Anthony pursuant to Section 7.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the City of Anthony. The City of Anthony shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the City of Anthony will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the director of the Department of Public Health as of the signing of this Agreement.

8. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection, permit, and animal registration fees collected in the City of Anthony. Such fees, when set or revised by the City of Anthony and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that the City of Anthony collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. The City of Anthony shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that the City of Anthony accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

9. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, 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 shall be in El Paso County, Texas.

9.1 *Authority of the City of El Paso.* The City of Anthony expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to public health to include animal regulation, within the city limits and extraterritorial jurisdiction of the City of Anthony, Texas. The City of Anthony further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso

applicable to public health to include animal regulation, within the incorporated limits and extraterritorial jurisdiction of the City of Anthony, Texas. The City of Anthony shall provide certified copies of all the City of Anthony, Texas Ordinances affecting public health and animal regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the director of the City Department of Public Health and to the director of the City of El Paso Department of Environmental Services.

- 9.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- 9.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 9.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY OF EL PASO WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

9.5 *Maximum Aggregate Liability.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, IN NO EVENT SHALL THE CITY OF EL PASO'S AGGREGATE LIABILITY TO ANY OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID TO THE CITY OF EL PASO UNDER THE TERMS OF THIS AGREEMENT.

9.6 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

10. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to the City of Anthony that the City of El Paso will safeguard any protected health information received or created on behalf of the City of Anthony. Pursuant to this requirement, the parties further agree to the terms and conditions of the Standard Business Associate Contract set forth in Appendix C and incorporated herein as if fully set forth.

The City of Anthony continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of the City of Anthony and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the Standard Business Associate Contract set forth in Appendix C.



STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the City of Anthony.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Robert Resendes, MBA, MT(ASCP), CLS(RI)  
Director, Department of Public Health

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(signatures continue on the following page)

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**INTERLOCAL AGREEMENT**

Signature page for the City of Anthony, Interlocal Agreement between the City of El Paso and the City of Anthony.

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

**CITY OF ANTHONY**

\_\_\_\_\_  
Lee Vela  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Anthony Clerk

\_\_\_\_\_  
City of Anthony Attorney

**APPENDIX A**  
**DEPARTMENT OF PUBLIC HEALTH**  
**COST MODEL – PER CAPITA**

**City of El Paso, Texas**  
**Summary Results:**  
**Health Department**  
**FY14 Budget**  
**Allocation by Population**

	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	Grand Total
<b>Total Operational Cost</b>	<b>4,375</b>	<b>34</b>	<b>6</b>	<b>113</b>	<b>216</b>	<b>13</b>	<b>639</b>	<b>\$5,396</b>
Environment - Food								
Animal Svc - Deleted	125,208	967	179	3,228	6,175	380	18,299	\$154,436
STD/HIV/AIDS Clinics	608,431	4,697	868	15,686	30,006	1,847	88,923	\$750,459
Dental Clinic	109,279	844	156	2,817	5,389	332	15,971	\$134,789
Neighborhood Health Centers	758,737	5,857	1,082	19,561	37,419	2,304	110,891	\$935,851
Laboratory	230,260	1,778	328	5,936	11,356	699	33,653	\$284,011
Epidemiology	279,398	2,157	399	7,203	13,779	848	40,834	\$344,618
Health Education Programs	485,005	3,744	692	12,504	23,919	1,473	70,884	\$598,221
TDH Immunization	142,968	1,104	204	3,686	7,051	434	20,895	\$176,341
TB Outreach (less 5%)	142,321	1,099	203	3,669	7,019	432	20,800	\$175,544
HIV Prevention	49,282	380	70	1,271	2,430	150	7,203	\$60,787
PDNHF Two Should Know	273,757	2,113	391	7,058	13,501	831	40,010	\$337,661
DSHS TB Prevention/Control								
Child Injury Prevention								
<b>DSHS Regional Planning (ORAS)</b>	<b>53,954</b>	<b>417</b>	<b>77</b>	<b>1,391</b>	<b>2,661</b>	<b>164</b>	<b>7,885</b>	<b>\$66,549</b>
TDH Bur of Women & Children								
Fees (Title V -Dental)	87,230	673	124	2,249	4,302	265	12,749	\$107,593
STD/HIV Federal	176,096	1,359	251	4,540	8,685	535	25,737	\$217,202
Bio Terrorism-Lab	83,323	643	119	2,148	4,109	253	12,178	\$102,773
HIV/Surv Federal DSHS	22,336	172	32	576	1,102	68	3,264	\$27,550
OPHP/Bio Terrorism	119,708	924	171	3,086	5,904	363	17,496	\$147,652
211 Area Information Center	81,547	630	116	2,102	4,022	248	11,918	\$100,563
HEAL	58,656	453	84	1,512	2,893	178	8,573	\$72,348
Abstinence	51,788	400	74	1,335	2,554	157	7,569	\$63,877
WIC Administration	992,799	7,664	1,416	25,595	48,962	3,015	145,099	\$1,224,550
WIC Breastfeeding	125,890	972	180	3,246	6,209	382	18,399	\$155,277
WIC Nutrition Education	261,561	2,019	373	6,743	12,900	794	38,227	\$322,618
<b>NEW PROGRAMS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Laboratory Response Network	39,357	304	56	1,015	1,941	120	5,752	\$48,545
PDN Tobacco	44,453	343	63	1,146	2,192	135	6,497	\$54,830
Infectious Disease Control	1,684	13	2	43	83	5	246	\$2,077
<b>Total Department of Public Health</b>	<b>\$5,409,405</b>	<b>\$41,759</b>	<b>\$7,717</b>	<b>\$139,460</b>	<b>\$266,778</b>	<b>\$16,425</b>	<b>\$790,593</b>	<b>\$6,672,136</b>
<b>Allocation by Percent of Population</b>	<b>5,409,405</b>	<b>41,759</b>	<b>7,717</b>	<b>139,460</b>	<b>266,778</b>	<b>16,425</b>	<b>790,593</b>	<b>\$6,672,136</b>
<b>Percent of Total Population</b>	<b>81.07%</b>	<b>0.63%</b>	<b>0.12%</b>	<b>2.09%</b>	<b>4.00%</b>	<b>0.25%</b>	<b>11.85%</b>	<b>100%</b>
<b>2010 Population</b>	<b>649,121</b>	<b>5,011</b>	<b>926</b>	<b>16,735</b>	<b>32,013</b>	<b>1,971</b>	<b>94,870</b>	<b>800,647</b>
<b>FY13 Activity Allocation</b>	<b>5,095,661</b>	<b>26,329</b>	<b>11,516</b>	<b>100,777</b>	<b>249,550</b>	<b>24,952</b>	<b>448,498</b>	<b>\$5,957,273</b>
<b>Difference + or (-)</b>	<b>\$313,754</b>	<b>\$15,430</b>	<b>(\$3,799)</b>	<b>\$38,683</b>	<b>\$17,228</b>	<b>(\$8,527)</b>	<b>\$342,095</b>	<b>\$714,863</b>



**APPENDIX B**  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**  
**COST MODEL – PER ACTIVITY (ANIMAL SERVICES & VECTOR CONTROL)**  
**/PER CAPITA (AIR QUALITY)**

City of El Paso, Texas  
 Summary Results- For Direct Departments  
 Based on 2014 Budgeted Expenditures

<b>FY14</b>	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	Total Operational Cost
Animal Services	4,723,453	21,620	11,128	12,727	133,262	245,747	5,147,937
Vector Control	487,747	16,839	15,524	5,328	38,612	93,734	657,784
Air Quality (per capita)	331,358	2,558	473	8,543	16,342	48,429	407,703
<b>Grand Total</b>	<b>5,542,558</b>	<b>41,017</b>	<b>27,125</b>	<b>26,598</b>	<b>188,216</b>	<b>387,910</b>	<b>6,213,424</b>
<b>Percent of Total Cost</b>	<b>89.20%</b>	<b>0.66%</b>	<b>0.44%</b>	<b>0.43%</b>	<b>3.03%</b>	<b>6.24%</b>	<b>100.00%</b>

<b>FY13</b>	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	Total Operational Cost
Animal Services	3,296,926	7,562	11,343	41,590	128,550	245,757	3,731,727
Vector Control	543,479	16,825	25,798	823	45,539	92,873	725,336
Air Quality	362,230	5,191	3,354	5,191	12,978	9,264	398,210
<b>Grand Total</b>	<b>4,202,635</b>	<b>29,578</b>	<b>40,495</b>	<b>47,603</b>	<b>187,067</b>	<b>347,894</b>	<b>4,855,273</b>
<b>Percent of Total Cost</b>	<b>86.56%</b>	<b>0.61%</b>	<b>0.83%</b>	<b>0.98%</b>	<b>3.85%</b>	<b>7.17%</b>	<b>100.00%</b>

<b>Change by Government</b>	<b>1,339,923</b>	<b>11,439</b>	<b>(13,370)</b>	<b>(21,005)</b>	<b>1,149</b>	<b>40,016</b>	<b>1,358,152</b>
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**APPENDIX C**  
**HIPAA BUSINESS ASSOCIATE CONTRACT**

(a) **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.

1. **Contract** shall refer to this document.
2. **Business Associate** means the City of Anthony.
3. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164.
4. **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.
5. **Information** shall mean any “health information” provided and/or made available by the CITY OF EL PASO to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.
6. **Parties** shall mean BUSINESS ASSOCIATE and the CITY OF EL PASO.
7. **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.

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

(c) **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 OF EL PASO for the following stated purposes:

To provide public health services to the community of the CITY OF EL PASO for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY OF EL PASO (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

(d) **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)).

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

1. The disclosure is required by law; or
2. 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)).

(f) **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 OF EL PASO. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

(g) **BUSINESS ASSOCIATE OBLIGATIONS:**

1. **Limits on Use and Further Disclosure Established by Contract and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY OF EL PASO shall not be further used or disclosed other than as permitted or required by the Contract or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
2. **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 Contract. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

3. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY OF EL PASO **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Contract. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
4. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that anytime 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 Contract. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).
5. **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 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)).
6. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY OF EL PASO, amend or correct protected health information (PHI) in its possession or under its control.
7. **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)).
8. **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)).
9. **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 OF EL PASO, 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)).

10. **Return or Destruction of Information.** At the termination of this Contract, BUSINESS ASSOCIATE hereby agrees to return or destroy all Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY OF EL PASO. BUSINESS ASSOCIATE agrees not to retain any copies of the Information after termination of the Contract. If return or destruction of the Information is not feasible, BUSINESS ASSOCIATE agrees to extend the protections of this Contract for as long as necessary to protect the Information and to limit any further use or disclosure. If BUSINESS ASSOCIATE elects to destroy the Information, it shall certify to the CITY OF EL PASO that the Information has been destroyed. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
11. **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 Contract or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
12. **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)).

(h) **Property Rights.** The Information shall be and remain the property of the CITY OF EL PASO. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified information, as a result of this Contract.

(i) **Modifications.** The CITY OF EL PASO and BUSINESS ASSOCIATE agree to modify this Business Associate Contract, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.

(j) **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Contract shall

automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

(k) **Termination for Cause.** Upon the CITY OF EL PASO's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY OF EL PASO shall:

- (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY OF EL PASO.
- (2) Immediately terminate the Business Associate Contract if BUSINESS ASSOCIATE has breached a material term of this Business Associate Contract and cure is not possible.
- (3) Notify the Secretary of HHS if termination is not possible.