

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

**DEPARTMENT:** Public Health

**AGENDA DATE:** 1/7/20

**CONTACT PERSON NAME AND PHONE NUMBER:** Robert Resendes 915-212-6500

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 8: Nurture and Promote a Healthy, Sustainable Community

**SUBJECT:**

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 El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC"), for the period of December 1, 2019 through January 1, 2022, whereby the parties agree to share information for purposes of contributing to each party meeting the immunization metrics required under the Delivery System Reform Incentive Program operated by the Centers for Medicare and Medicaid Services. This Interlocal Agreement does not require an exchange of money between the parties.

**BACKGROUND / DISCUSSION:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD/COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



*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 El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC"), for the period of December 1, 2019 through January 1, 2022, whereby the parties agree to share information for purposes of contributing to each party meeting the immunization metrics required under the Delivery System Reform Incentive Program operated by the Centers for Medicare and Medicaid Services. This Interlocal Agreement does not require an exchange of money between the parties.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

### CITY OF EL PASO

\_\_\_\_\_  
Dee Margo, Mayor

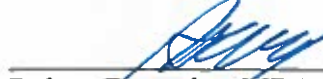
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT

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

STATE OF TEXAS                    )  
  ) **INTERLOCAL AGREEMENT WITH THE**  
  ) **EL PASO COUNTY HOSPITAL DISTRICT**  
COUNTY OF EL PASO    ) **(Delivery System Reform Incentive Program)**

This Interlocal Agreement is entered into and effective on the latest date reflected on the signature pages at the end of this Agreement, by and between the City of El Paso, Texas ("City"), a Texas Municipal Corporation, and the El Paso County Hospital District d/b/a University Medical Center of El Paso ("UMC"), a political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Article 791.001 *et seq.*, Texas Government Code.

**WITNESSETH**

**WHEREAS**, the City's Public Health Department, a health care provider, performs the governmental function of various immunization and health screening programs to ensure and improve the public health and welfare of the City of El Paso; and

**WHEREAS**, UMC, a health care provider, provides comprehensive health care and hospital services pursuant to its mandate under the laws of the State of Texas to include the administration of immunizations/health screenings to patients to ensure and improve the health and well-being of the citizens of El Paso County; and

**WHEREAS**, UMC is the anchor for the Texas Region 15 1115 Waiver program, and more specifically, the Delivery System Reform Incentive Program ("DSRIP"), a program operated by the Centers for Medicare and Medicaid Services whose mission is to improve the patient experience, improve the health of the population, and reduce the cost of healthcare; and

**WHEREAS**, City is a participant in the DSRIP program included in Region 15; and

**WHEREAS**, under DSRIP, both UMC and City are charged with meeting certain metrics, including increasing the amount of individuals who receive immunizations/health screenings; and

**WHEREAS**, each party possesses certain records regarding immunizations/health screenings of mutually shared patients; and

**WHEREAS**, these records regarding mutually shared patients are a crucial component in satisfying the metrics set forth under DSRIP; and

**WHEREAS**, the Health Insurance Portability and Accountability Act ("HIPAA") allows for the disclosure by a health care provider to another health care provider for "treatment, payment, and operations" without an authorization from the patient.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1.       **Purpose of Agreement.** Each party agrees on the terms and conditions of this Agreement to collaborate and cooperate with the other in order to obtain information which will contribute to each party's meeting the immunization metrics under DSRIP.

2.       **Designated Representative.** Each party hereby designates a representative (each a "Designated Representative") to whom all information under this Agreement shall be sent and who shall be designated by such party to have responsibility to distribute such information to the appropriate employees or other representatives of such party for review, action and/or decision. The Designated Representative of each party as of the date of this Agreement is identified on **Exhibit A** to this Agreement. Each party may, at any time, change its Designated

Representative by a notice in writing delivered to the other party.

3. **Data Sharing.** It is the intent of the parties for City to develop and provide to UMC a listing of individuals who have received immunizations/health screenings through the Public Health Department beginning on December 01, 2019 and continuing on a monthly basis up until the termination of this Agreement. The data provided by City shall be minimally necessary and be limited to the individual's first and last name, date of birth, insurance status, primary care provider, date(s) of immunization, and immunization(s) received. For those individuals identified as being patients of UMC, UMC will provide minimally necessary information to City, limited to the patient's first and last name, insurance status, primary care provider, date of birth, date(s) of immunization and immunization(s) received. Information shall be transmitted via secure, encrypted channels. No later than six months following receipt, UMC agrees to destroy any record provided by City, whether electronic or in paper format, of individuals not matching those patients in UMC's records.

4. **Parties' Relationship.** City and UMC shall have exclusive control of the management, assets, and affairs of their respective institutions. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to patient care, and neither party by virtue of this Agreement assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

5. **Term.** This Agreement shall be effective for the period beginning December 01, 2019 and ending January 01, 2022. Notwithstanding the foregoing, this Agreement may be terminated by either party for any reason by giving thirty (30) days prior written notice to the other party of its intention to withdraw from this Agreement.

6. **Exclusion from Federal Health Care Programs; Health Law Compliance.** City represents and warrants that neither City, nor to its knowledge, its employees, agents, or assigns, have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the General Services Administration ("GSA") list of debarred contractors. City shall notify UMC within three (3) days of the time City receives notice of any action being taken against City or its employees, agents, or assigns which could result in its exclusion from participating in the Federal health care programs. City acknowledges that UMC may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of City or its employees, agents, or assigns. Pursuant to Public Law 96-499, see. 952 (Sec. 1861 (v)(1) of the Social Security Act), the parties agree that: City shall, until the expiration of four (4) years after the furnishing of the services under this Agreement, retain and make available, under written request by the secretary of the U.S. Department of Health and Human Services, or upon written request, by the U.S. Comptroller General, or any of their duly authorized representatives, the contract and books, documents, and records of Contractor that are necessary to verify the nature and extent of the cost of the services under this Agreement. If City carries out any of the duties of this Agreement through a subcontract, with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall retain and make available, upon written request by the Secretary of the U.S. Department of Health and Human

Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents or records of such organization that are necessary to verify the nature and extent of such costs of the subcontracted services. In the event of a request for access, City agrees to notify UMC what response will be made to that request.

7. **Notices.** Any notices permitted or required by this Agreement will be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to UMC:  
University Medical Center  
Attention: President & Chief Executive  
Officer  
4815 Alameda Avenue, 8<sup>th</sup> Floor  
El Paso, Texas 79905

If to City:  
City of El Paso  
Attention: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

COPY TO: City of El Paso  
Department of Public Health  
Attention: Director  
5115 El Paso Drive  
El Paso, Texas 79905

8. **Confidentiality.**

(a) **Patient Identifying Information.** All medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from the business relationship set forth in this Agreement, shall be treated and maintained in a confidential manner by the parties to this Agreement and their employees and agents and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties to this Agreement shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Standards (45 C.F.R. Parts 160 and 164) and the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) (collectively, the "Standards") promulgated or to be promulgated by the Secretary of Health and Human Services. To the extent either party believes the Standards require any additional agreement regarding the access to Protected Health Information, both parties agree to sign any such additional agreement. In the event either party requests the other party to sign such an agreement and the other party refuses, the party shall have the right to immediately terminate this Agreement.

(b) **Survival.** The provisions of this section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **Miscellaneous.**

(a) **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

(b) **Interpretation.** The headings used herein are for convenience only and do not limit or expand the contents of this Agreement.

(c) **No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

(d) **Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

(e) **Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

(g) **Assignment.** Neither party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made to an entity which is directly or indirectly, wholly-owned or controlled by the same entity as the assigning party.

(h) **Changes in Law or Regulation.** In the event that legislation is enacted or regulations are promulgated or a decision of a court or administrative tribunal is rendered which affects or may affect, in the opinion of legal counsel of City or UMC, the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice, each party will negotiate in good faith an amendment to this Agreement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation, or decision, and each party will execute such amendment. In the event that the parties cannot reach agreement on the terms and provisions of any such amendment within sixty (60) days following the notice provided in this paragraph, this Agreement may be terminated upon not less than thirty days' prior written notice of termination from Primary-Care Safety-Net Provider to Hospital.

(i) **Referrals.** Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending or arranging the purchase, lease, or order of any item or service.

(j) **No Violation.** Neither party shall be deemed to be in violation of this Agreement if it is, or reasonably determines it is, prevented from performing any of its duties or obligations for any reason beyond such party's control, including, without limitation, flood, storm, strikes, acts of God or the public enemy, or statute, ordinance, regulation, rule or action of any applicable governmental entity.

(k) **No Joint Venture.** It is understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either party be liable for the debts or obligations of the other of them, except as otherwise specifically provided in this Agreement.

(l) **Notice of Request for Information.** Each party shall notify the other party within five (5) days of any request by any governmental agency, whether local, state or federal, of any request for information of any kind pertaining to the other party. Said notice shall be given pursuant to the directions and requirements contained in this Agreement.

*Signature page follows.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties as reflected by the signatures which follow.

**CITY OF EL PASO**


\_\_\_\_\_  
Dee Margo  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Robert Resendes, Director  
Public Health Department

**EL PASO COUNTY HOSPITAL DIST.  
D/B/A UNIVERSITY MEDICAL  
CENTER OF EL PASO:**

  
\_\_\_\_\_  
R. Jacob Cintron  
President and Chief Executive Officer

Date: 12/12/19

  
\_\_\_\_\_  
Omar Villa  
Chief Legal Officer/Assistant El Paso County Attorney

**EXHIBIT A**

**Designated**

**Representatives Designated Representative for City**

Name: Claudia Lozano

Title: Medicaid Waiver Program Manager

Address: 5115 El Paso Drive

El Paso, TX 79905

Telephone: 915-212-6629

Emergency

Telephone: 915-235-5662

E-mail: LozanoCS@elpasotexas.gov

**Designated Representative for UMC**

Name: Oscar Perez

Title: DSRIP Program Manager

Address: 4815 Alameda

El Paso, TX 79905

Telephone: 915-544-1200 ext. 80508

Emergency

Telephone: 575-312-2339

E-mail: oscar.perez@umcelpaso.org