

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

**DEPARTMENT:** Public Health

**AGENDA DATE:** CCA 05/13/14

**CONTACT PERSON NAME AND PHONE NUMBER:** Bruce Parsons, 771-5778

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and the University of Texas at El Paso ("UTEP"), for the period of May 13, 2014 through May 12, 2016, pursuant to which UTEP researchers shall conduct health research and make recommendations for policy and programs to improve the health status of underserved populations in El Paso, and for which the City shall pay UTEP up to \$300,000 with funding from the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects.

**BACKGROUND / DISCUSSION:**

**PRIOR COUNCIL ACTION:**

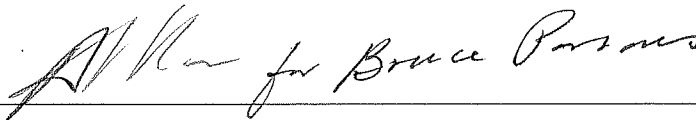
n/a

**AMOUNT AND SOURCE OF FUNDING:**

\$300,000 – Medicaid Waiver Project

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

**DEPARTMENT HEAD:**

 for Bruce Parsons

## 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 (the "City") and the University of Texas at El Paso ("UTEP"), for the period of May 13, 2014 through May 12, 2016, pursuant to which UTEP researchers shall conduct health research and make recommendations for policy and programs to improve the health status of underserved populations in El Paso, and for which the City shall pay UTEP up to \$300,000 with funding from the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects.

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

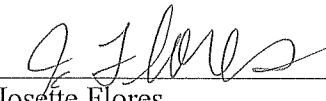
CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
Josefte Flores  
Assistant City Attorney

APPROVED AS TO CONTENT

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

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF EL PASO     §

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into on \_\_\_\_\_, 2014 between the following parties:

The **CITY OF EL PASO** (the "CITY") and **THE UNIVERSITY OF TEXAS AT EL PASO** ("UTEP"), witnesseth:

**WHEREAS**, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for governmental functions and services, including all or part of a function in the area of public health and welfare; and,

**WHEREAS**, the CITY has received funding through the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects, as approved by the Centers for Medicare and Medicaid Services; and

**WHEREAS**, this funding presents an opportunity for the City's Department of Public Health to advance its community's health through collaborative relationships; and

**WHEREAS**, the City, in conjunction with the Border Public Health Interest Group, has developed a collaborative research project with area universities, including UTEP, to advance border health issues and to make recommendations for policy and programs to improve the health status of underserved populations in El Paso; and

**WHEREAS**, UTEP is qualified to perform the research and the CITY seeks to contract with UTEP for said research services; and

**WHEREAS**, it is the intent of the parties that the services and functions to be performed pursuant to this Agreement constitute solely governmental functions and services;

**NOW, THEREFORE**, for and in consideration of the following mutual promises, the parties agree to the following:

**ARTICLE I**

UTEP through the College of Health Sciences shall provide professional research services, specifically the services of Dr. Rodrigo X. Armijos, and Dr. M. Margaret Weigel, to the CITY'S Department of Public Health located at 5115 El Paso Drive, El Paso, Texas ("DPH"). The following services (the "Services") will be provided by the UTEP researchers who are qualified to conduct the research entitled "Evidence-Based Screening for Obesity, Cardiorespiratory Disease, and Environmental Exposures in Low-Income El Paso Households."

- Develop the research protocol and data collection questionnaire;

- Conduct an inventory of data collection policies and procedures;
- Submit progress reports and final reports to DPH;
- Obtain Institutional Review Board (“IRB”) approval and ongoing approval if required by IRB;
- Refer to DPH for immunizations and health screenings only those individuals who have signed a HIPAA-appropriate medical authorization;
- Conduct follow up in order to report which referred individuals have obtained immunizations and health screenings;
- Recruit research subjects and acquire a HIPAA-appropriate medical authorization for each recruited subject;
- Collect data only from subjects who have provided a HIPAA-appropriate medical authorization;
- Disseminate de-identified results to stakeholders, including, but not limited to the Centers for Medicare and Medicaid Services, the Health and Human Services Commission, the Border Public Health Interest Group, and other scientific professionals;
- Actively participate in Border Public Health Interest Group; and
- Complete de-identified data analyses specific to the aforementioned research, and submit data files and source codes for a DPH database repository.

All Services are to be performed by UTEP in accordance with the needs of the CITY as determined by the CITY’S DPH Director and in accordance with the Provisions of the Delivery System Reform Incentive Payment (“DSRIP”) guidelines. UTEP shall perform the aforementioned Services in a timely manner according to the Deliverables and Reporting Requirements attached hereto as Exhibit “A”.

DPH shall manage the repository of de-identified data files used for the study. DPH shall provide immunizations and/or coordinate health screenings for those individuals referred by UTEP through a voucher system. The referred individuals will take the referral voucher provided to them by UTEP to the health care provider assigned to them by DPH for the health screenings.

## ARTICLE II

The CITY agrees to pay UTEP for the Services ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) on the 15<sup>th</sup> of May of each year during the term of this Agreement. Total compensation from the CITY to UTEP shall not exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000) during the term of this Agreement. The parties agree that the indirect cost for this project shall not exceed 10%

Payments are based upon UTEP meeting each and every one of the deliverables and reporting requirements described on Exhibit “A”, with the CITY’S DPH Director, or designee, determining whether said deliverables are met. The CITY may withhold or delay payments until the deliverables appearing on Exhibit “A” are met by UTEP. All payments from the CITY to UTEP shall be made when the CITY receives Medicaid matched revenue from the United States Federal Government.

In the event that the Medicaid matched revenue is withheld, reduced or cancelled by the Centers for Medicare and Medicaid Services, the CITY'S funding obligation shall cease so that the CITY is not required to pay out of pocket any amount that is not covered by Medicaid matched revenue. The CITY shall notify the UTEP Lead Researcher for this research project in writing within 10 business days if the CITY is informed by the Centers for Medicare and Medicaid Services that the Medicaid matched revenue is being withheld, reduced or cancelled.

After receiving a reduction notice from the CITY, UTEP'S Service obligation shall be reduced in an amount corresponding to the Medicaid matched revenue reduction after the parties meet to confer the level of the funding and Service reduction. If, after 30 days of discussion following the written notice, the parties are unable to agree upon a Service reduction, this Agreement shall terminate. After receiving said a written withholding or cancellation notice from the CITY, UTEP'S Service obligation shall cease and this Agreement shall immediately terminate.

In addition, Dr. Rodrigo X. Armijos, and Dr. Margaret Weigel will be available through e-mail and telephone to provide consultation as needed with DPH staff when Dr. Armijo and Dr. Weigel are not physically present at the DPH facility.

### **ARTICLE III**

#### **NO AGENCY RELATIONSHIP**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the CITY and UTEP. UTEP shall be deemed at all times to be an independent contractor.

### **ARTICLE IV**

#### **NO INDEMNIFICATION**

The parties expressly agree that no Party shall have the right to seek indemnification or contribution from any other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

### **ARTICLE V**

This Agreement shall become effective May 13, 2014, and continue in full force until May 12, 2016, subject to any limitations set forth herein, except that the final payment obligation from the CITY shall continue until complete on May 30, 2016. Either party may terminate this Agreement by giving the other parties thirty (30) days written notice. UTEP may immediately terminate upon the CITY'S non-payment or reduced payment as described in Article II to this Agreement.

Notices required herein shall be sent, postage prepaid, to the following:

CITY OF EL PASO: City Manager  
PO Box 1890  
El Paso, TX 79950-1890

Copy to: City of El Paso  
Department of Public Health  
Attn: Director  
5115 El Paso Drive  
El Paso, Texas 79905

UTEP: University of Texas at El Paso  
College of Health Sciences  
Attention: Leticia Paez  
500 West University  
El Paso, Texas 79968

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 VI**

### **MEDICAL RECORDS & CONFIDENTIALITY**

UTEP shall have access to the complete de-identified data of all subjects and control subjects upon written request. Said request shall be sent by UTEP to DPH'S Director of Epidemiology. Access to or copies of such records shall be made available by the CITY to UTEP upon UTEP'S written request within a reasonable period of time, not to exceed three business days from the time of said request.

Protected Health Information. The parties agree there shall be no protected health information provided to UTEP by the CITY and that all data provided by the CITY to UTEP shall consist of de-identified data.

## **ARTICLE VII**

### **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 VIII**

### **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 UTEP.

The Parties expressly agree that, in all things relating to this Agreement, the CITY and UTEP 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 UTEP that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

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

*(signatures to follow on next page)*

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

CITY OF EL PASO:

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

ATTEST:

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

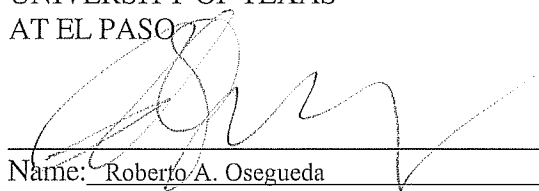
APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

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

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

UNIVERSITY OF TEXAS  
AT EL PASO

  
\_\_\_\_\_  
Name: Roberto A. Osegueda  
Its: VP for Research  
Date: 5-5-14

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT “A”**

## Exhibit A

### University of Texas at El Paso Deliverables and Reporting Requirements

Study Title: Evidence-Based Screening for Obesity, Cardiorespiratory Disease, and Environmental Exposures in Low-Income El Paso Households.

	Deliverable/Requirement	Due Date
<b>Initial</b>  Required for 1 <sup>st</sup> payment  *Invoice by 05/15/2014	Draft study protocol and data collection questionnaire	May 1 <sup>st</sup> 2014
	Inventory data collection policies and procedures	May 1 <sup>st</sup> 2014
	Institutional Review Board (IRB) Approval and Continuing Review; submission or application for initial payment will suffice.	June 2014-May 2016
<b>On-going</b>  Required for 2 <sup>nd</sup> and 3 <sup>rd</sup> year payment      ** Invoice by 05/15/2015	Active participation in Border Public Health Interest Group, monthly	May 2014-May 2016
	Quarterly Progress Report submit by end of March and September	May 2014-March 2016
	Recruit 900-1200 subjects per year	July 2014-March 2016
	Data Collection on 900-1200 subjects per year	July 2014-April 2016
	Referrals on signed release form and follow-up on 900-1200 subjects per year for health screenings to be reported by end of March and September: <ul style="list-style-type: none"> <li>immunizations; breast, cervical, and colon cancer screening; blood pressure monitoring</li> </ul>	July 2014-April 2016
	Database files and data codes for DPH repository by end of March and September <ul style="list-style-type: none"> <li>socio-demographic REAL data</li> </ul>	May 2015 and April 2016
<b>Final</b>  Required for 3 <sup>rd</sup> year payment  *** Invoice by 05/15/2016	Final Report with study specific data analyses: <ul style="list-style-type: none"> <li>detection of obesity; high-risk cardiorespiratory conditions; environmental exposures</li> </ul>	April 2016
	Disseminate results at BPHIG meeting	January-May 2016