

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

DEPARTMENT: Health

AGENDA DATE: October 15, 2019

CONTACT PERSON/PHONE: Robert Resendes, Health Director, 915-212-6500
Bruce D. Collins, Purchasing Director, 915-212-1181

DISTRICT(S) AFFECTED: All

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

SUBJECT:

That the City Manager be authorized to sign an Agreement for Preventative Care Services between the City of El Paso and Tenet Hospitals Limited dba The Hospitals of Providence Contract No. 2019-858R, to perform preventative care services for Medicaid and uninsured patients at Service Provider's centers on a three (3) year term with the option to extend the Term for two (2) one (1) year options under the same terms and conditions, which may be exercised by the City Manager or designee administratively, for an estimated contract amount of \$276,450.00 for the initial term and an estimated \$184,300 if the option to extend is exercised.

BACKGROUND / DISCUSSION:

The Department of Public Health through the Medicaid Waiver Program seeks to improve the health of vulnerable populations by increasing access to/use of preventive health screenings. This contract will provide the ability for patients to overcome language, socio-economic, and monetary barriers to accessing healthcare resources in the region.

SELECTION SUMMARY:

Solicitation was advertised on March 5, 2019 and March 12, 2019. The solicitation was posted on City website on March 5, 2019. The email (Purmail) notification was sent out on March 7, 2019. Item had a total of fifty eight (58) views. A total of nine (9) proposals were solicited; eight (8) being local vendors. One (1) proposal was received; 0 being local vendors. An inadequate competition survey was conducted.

PROTEST

☐ Protest Received

☒ No Protest Received

CONTRACT VARIANCE:

This award combines multiple previous separate contracts. The difference in cost, based on the comparison to the previous contracts, is an increase of \$120,280.00 a 55% increase, due to additional preventative services and diagnostics included in this contract.

PRIOR COUNCIL ACTION:

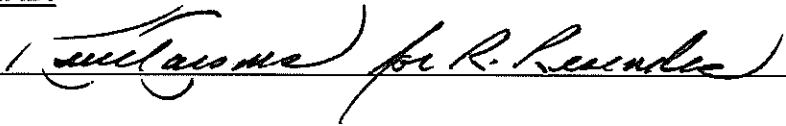
Motion made to authorize the award of Solicitation No. 2015-356R on April 7, 2017 administratively.

AMOUNT AND SOURCE OF FUNDING:

Department: Health Department
Total Estimated Award: \$276,450.00
Fund Source: 522150/322/2141/22070/P4119/PCP14HLTHFIRE
521120/341/2141/41160/P4119/PCP14HLTH3YR
521120/341/2141/41160/P4119/PCP14HLTHBORDER

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



**COUNCIL PROJECT FORM
(RFQ)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **OCTOBER 15, 2019.**

Strategic Goal 8: Nurture and Promote a Healthy, Sustainable Community

That the City Manager be authorized to sign an Agreement for Preventative Care Services between the City of El Paso and Tenet Hospitals Limited dba The Hospitals of Providence Contract No. 2019-858R, to perform preventative care services for Medicaid and uninsured patients at Service Provider's centers on a three (3) year term with the option to extend the term for two (2) one (1) year options under the same terms and conditions, which may be exercised by the City Manager or designee administratively, for an estimated contract amount of \$276,450.00 for the initial term and an estimated \$184,300 if the option to extend is exercised.

CONTRACT VARIANCE:

This award combines multiple previous separate contracts. The difference in cost, based on the comparison to the previous contracts, is an increase of \$120,280.00 a 55% increase, due to additional preventative services and diagnostics included in this contract.

Department:	Health
Award to	Tenet Hospitals Limited dba The Hospitals of Providence Dallas, TX
Item(s):	All
Initial Term:	3 years
Option to extend:	2 years
Annual Estimated Award:	\$ 92,150.00
Initial Term Estimated Award:	\$ 276,450.00 (3 years)
Total Estimated Award:	\$ 460,750.00 (5 years)
Fund Source:	522150/322/2141/22070/P4119/PCP14HLTHFIRE 521120/341/2141/41160/P4119/PCP14HLTH3YR 521120/341/2141/41160/P4119/PCP14HLTHBORDER
District(s):	All

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.



CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: APRIL 3, 2018

Solicitation #: 2019-858R

Project Name: PREVENTIVE CARE SERVICES

Department: HEALTH

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
TENET HOSPITALS LIMITED	DALLAS, TX	N/A
RFQs SOLICITED: 9 LOCAL RFQs SOLICITED: 8 RFQs RECEIVED: 1 LOCAL RFQs RECEIVED: 0 NO BIDS: 0		

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____/s/_____

Date: 4/19/19

2019-858R PREVENTIVE CARE SERVICES

2019-858 Preventative Care Services

Texas Tech University
Health Science Ctr
Att: Administration Office
4800 Alberta Ave. Suite 101
El Paso, Texas 79905

Centro San Vicente Clinic
Att: Administration Office
8061 Alameda Avenue
El Paso, Texas 79915

Centro de Salud Familiar La
Fe Salvador Balcorta
Att: Administration Office
1314 E. YANDELL
El Paso Texas 79902

Project Vida Health Ctr.
Att: Administration Office
3607 Rivera Avenue
El Paso, Texas 79905

University Medical Center
of El Paso
Att: Administration Office
4815 Alameda Ave
El Paso, Texas 79905

El Paso Specialty Hospital 1755 Curie
Drive, Ste #A
Att: Administration Office
El Paso, Texas 79902

Las Palmas Del Sol
Healthcare
18th Floor
Att: Administration Office
98 San Jacinto Blvd
Austin Texas 78701

Sierra Medical Center
Att: Administration Office
3280 Joe Battle Blvd
El Paso, TX 79938

Providence Memorial
Hospital
Att: Administration Office
2001 N. Oregon St.
El Paso Texas 79902-3320



COMMITTEE SCORE SHEET

Request for Qualifications

Solicitation Title: Preventative Care Services
2019-858R

EVALUATION CRITERIA

A. Quality of Response

Readability, completeness, understanding of project scope

Adherence to response format requirements

SUBTOTAL EVALUATION FACTOR A:

B. Experience and Qualifications

a) Qualifications in performing specific job requirements stated

b) Experience in management, administration, and provision of related health screening services

c) Past history of contracts with state and local health agencies

SUBTOTAL EVALUATION FACTOR B:

C. Response of References

a) Provide services as defined, completes services on-time, within budget

b) Communicates and interacts with other health care institutions and governmental

c) Quality of healthcare services

d) Experience in projects of similar size and scope

SUBTOTAL EVALUATION FACTOR C:

D. Location and Availability of Facilities

a) Provide 1 location

b) Provide 2 locations

c) Provide 3 locations or more

d) Provide weekend availability for exams (minimum of 1 location)

SUBTOTAL EVALUATION FACTOR D:

Grand Total

<u>WEIGHT</u>	<u>MAX POINTS</u>	Tenet Hospitals Limited EL PASO, TX
		10.00
		10.00
20%	20	20.00
15%	15	15.00
10%	10	9.00
15%	15	15.00
40%	40	39.00
5%	5	0.00
5%	5	0.00
5%	5	0.00
5%	5	0.00
20%	20	0.00
5%	5	
10%	10	
15%	15	15.00
5%	5	4.50
20%	20	19.50
100%	100	78.50

RESOLUTION

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Preventative Care Services between the City of El Paso (the "City") and Tenet Hospitals Limited dba The Hospitals of Providence (the "Service Provider"), Contract No. 2019-858R, to perform preventative care services for Medicaid and uninsured patients at Service Provider's centers on a three (3) year term with the option to extend the Term for two (2) one (1) year options under the same terms and conditions, which may be exercised by the City Manager or designee administratively, for an estimated contract amount of \$276,450.00 for the initial term and an estimated \$184,300 if the option to extend is exercised.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

APPROVED this _____ day of _____, 2019.

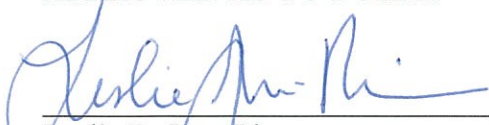
CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Robert Resendes, Director
Department of Health

STATE OF TEXAS)
)
COUNTY OF EL PASO) **AGREEMENT FOR PREVENTATIVE CARE
SERVICES FOR DEPARTMENT OF PUBLIC HEALTH
CONTRACT NO. 2019-858R**

This Agreement for Preventative Care Services (the “Agreement”) is entered into this _____ day of _____, 2019 (“**Effective Date**”), by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the “**City**”) and Tenet Hospitals limited dba The Hospitals of Providence, a Texas limited partnership, (the “**Service Provider**”).

WHEREAS, the City solicited qualifications for the preventative care services for the Department of Public Health through a request for qualifications (“**RFQ**”) No. 2019-858R and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said preventative care services; and

WHEREAS, the City desires to engage the Service Provider to provide preventative care services for Medicaid and uninsured patients at the Service Provider’s centers; and

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM. The Agreement commences on the Effective Date and ends three (3) years from the Effective Date (“**Term**”). Prior to the expiration of the Term, the City Manager, or designee, may extend the Term for two (2) one (1) year options under the same terms and conditions.

SECTION II. OTHER DOCUMENTS; CONFLICT. The following documents comprise this Agreement:

- A. City’s Request for Qualifications No. 2019-858R (“**RFQ**”)
- B. Service Provider’s Proposal (“**Proposal**”).
- C. This Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

SECTION III. SCOPE OF SERVICES. The Service Provider hereby agrees to perform preventative care screenings as further identified and described in *Exhibit A*. The scope of services shall be referred to as the “**Services**.” The City shall pay for Services at the rates established in the

Proposal Cost in *Exhibit B*. All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

SECTION IV. COMPLETION OF SERVICES. The Service Provider understands that time is of the essence in completing the Services. The Service Provider shall adhere to the reporting standards set by Section III of this Agreement. The City and the Service Provider agree that the liquidated damages provided in the RFQ will not be assessed in this Agreement. Failure of the Service Provider to meet the specified time for completion of Services shall be cause for termination pursuant to Section XIII of this Agreement.

SECTION V. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into physical examination service agreements with other properly selected individuals or businesses that qualify to provide physical examination services.

SECTION VI. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

SECTION VII. REPRESENTATIONS OF THE SERVICE PROVIDER. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The Service Provider, including each certified individual and all other licensed physician employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized, licensed, and certified to perform its duties hereunder in the jurisdiction in which it will act.

It further warrants that its employees shall maintain all required professional licenses and/or certifications during the term of this Agreement. If the Service Provider receives notice from a licensing or certification authority of a suspension or revocation of a license or certification of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license or certification is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or certifications or

fails to remove any employee who performs services under this Agreement whose license or certification has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

- C. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION VIII. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service Provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION IX. COMPENSATION AND INVOICES. The City shall pay the Service Provider for each screening performed at the rates set forth in the *Proposal Cost* attached hereto as **Exhibit B** along with patients' voucher consent forms and radiologist report. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Department of Health for each month in which Services are performed pursuant to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices, including late fee interest, shall be paid in accordance to Texas Government Code Chapter 2251.

SECTION X. WARRANTY- PRICE

A. The price to be paid by the City will be that contained in **Exhibit B**, which the Service Provider warrants to be no higher than Service Provider's prices on orders by others for products of the kind and specification covered by this contract for similar quantities. In the event the Service Provider breaches this warranty the prices of the items will be reduced to the Service Provider's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Service Provider for breach or Service Provider's actual expense.

B. The Service Provider warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Service Provider for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XI. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS

The Service Provider recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. All medical screenings shall be City property for the life of this Agreement. The Service Provider shall keep the records for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. Upon termination of this Agreement all records shall be transferred to the City within ten (10) business days of termination at the City's sole expense of such transfer.

SECTION XII. INSPECTIONS AND AUDITS. The City reserves the right to inspect and audit the Service Provider's records at the City's sole expense. The Service Provider's records subject to review shall include, upon thirty (30) days' written notice to the Service Provider, the records which in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement.

The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes **for at least five (5) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XIII. INSURANCE REQUIREMENTS. With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

Personal Injury or Death

\$1,000,000 for each person

\$1,000,000 in the aggregate

Property Damage

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

Combined Single Limit

\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services Department – Purchasing Division
Attn: Purchasing Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XV. INDEMNIFICATION

Service Provider or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause. This provision survives the term of the Agreement.

SECTION XIV. TERMINATION OF AGREEMENT. In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

- A. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason, upon 15 calendar days' prior written notice to the non-terminating party. The non-terminating party will cease all services upon receipt of notice of termination under this provision. Upon such termination, the Service Provider will provide one final invoice for all services completed and reimbursable expenses incurred prior to the notice of termination. City will compensate Service Provider in accordance with this Agreement. The City may withhold any payment to the Service Provider that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Service Provider from the City is determined. The City is not obligated to pay for any service that are not in compliance with the terms of this Agreement.

- B. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement in whole or in part for cause. Such a termination may be made for failure of one party to fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. Prior to termination under this provision, the terminating party will: a) provide written notice of intent to terminate enumerating the failures for which the termination is being sought; and b) provide a minimum of 30 consecutive calendar days to the non-terminating party to cure such failure. The City may immediately terminate this Agreement for default if the Service Provider violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of setoff until such time as the exact amount due the Service Provider from the City is determined.
- C. **NON-APPROPRIATION OF FUNDS.** If funds are not appropriated by the City to cover payment obligation(s) under this Agreement, then the City may terminate this Agreement. If the City terminates this Agreement under this provision, then the City is not obligated to make any payments described in this Agreement.
- D. **TERMINATION NOT A RELEASE.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

SECTION 12. GENERAL PROVISIONS

A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this Agreement, Service Provider, for itself, any permitted assignees and successors in interest (hereinafter referred to as the "Service Provider") agrees as follows:

- (1) **Compliance with Regulations:** Service Provider will comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** As it pertains to the obligations under this Agreement, Service Provider will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Service Provider will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations,

including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Service Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier must be notified by Service Provider of Service Provider's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Service Provider will provide all information and reports required by the Regulations or directives issued pursuant to the Regulations, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Service Provider is in the exclusive possession of another who fails or refuses to furnish this information Service Provider will so certify to City, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Service Provider's noncompliance with the nondiscrimination provisions of this Agreement, the City will impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Service Provider under the contract until the Service Provider complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Service Provider will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Service Provider shall take such action with respect to any subcontract or procurement as City may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Service Provider becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request City to enter into such litigation to protect the interests of City and in addition, Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

B. COMPLIANCE WITH LAWS. Service Provider will comply with all applicable federal and state statutes, ordinances, administrative orders, rules or regulations, in addition to any local laws or ordinances relating to its activities and performance under this contract and will procure all licenses and pay all fees or other charges as required, if applicable.

C. SECTION 4. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing in this Agreement creates an employer employee relationship between the parties. The

City is not subject to any obligations or liabilities of the Service Provider incurred in the performance of this Agreement.

- D. CONFIDENTIALITY.** The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Service Provider agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- E. AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Service Provider will make available to the City for inspection and copying all records which have a bearing on matters pertaining to the Services performed under this Agreement.
- F. SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Service Provider, and the Service Provider's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- G. VENUE.** This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining this Agreement is in El Paso County, Texas.
- H. GOVERNING LAW.** This Agreement is governed by Texas law.
- I. CAPTIONS.** The captions of this Agreement are for information purposes only, and in no way affect the substantive terms or conditions of this Agreement.
- J. SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
- K. NOTICES.** The parties will send all notices required or allowed under this Agreement, in writing and by certified mail or in person, to the addresses described in this Section. All notices are deemed received 3 calendar days following the postmark date on the notice.

CITY: City of El Paso
City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: City of El Paso
Department of Public Health
Director
5115 El Paso Drive
El Paso, TX 79905

SERVICE PROVIDER:

Tenet Hospitals Limited
d/b/a The Hospitals of Providence
2001 N. Oregon
El Paso, Texas 79902
Attn: Chief Executive Officer

Either party may change the address above by sending written notification to the other party.

L. NO THIRD PARTY BENEFICIARIES. This Agreement is entered for the benefit of the City and the Service Provider only. No third party has any rights to enforce any obligations or rights under this Agreement.

M. GOVERNMENTAL FUNCTION. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.


N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement by the parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

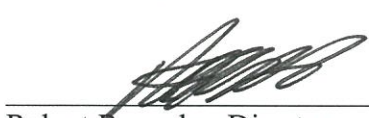
Tomás González
City Manager

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Resendes, Director
Department of Health

SERVICE PROVIDER

Nicholas R Tejeda
Nicholas R Tejeda (Sep 19, 2019)

Sep 19, 2019

Name: Nicholas Tejeda

Title: Market Chief Executive Officer

(Acknowledgments Continue on the Following Page)

ACKNOWLEDGEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this _____ day of _____, 2019,
by **Tomas Gonzalez**, as **City Manager of the City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, as _____ of Tenet Hospitals Limited dba The Hospitals
of Providence.

Notary Public, State of Texas

My commission expires:

EXHIBIT A SCOPE OF SERVICES

Preventative Care Services

Primary Services (Professional Interpretation) for Breast & Cervical Screenings

Office or other outpatient visit for the evaluation and management of a new patient, which requires these 3 components: A comprehensive history; A comprehensive examination; Medical decision making of moderate complexity. Screenings must be performed by a licensed health professional and shall submit all documentation and certifications to DPH.

Group A. 200 Breast Cancer Screenings.

100 Screening Mammography, bilateral (2-view study of each breast) and 100 Screening Digital Breast Tomosynthesis. Screenings must be performed by a licensed health professional and shall submit all documentation and certifications to DPH.

- 50 Follow-Up Digital diagnostic/treatment procedures for mammography screening abnormal cases, including six-month follow-ups if needed.

Group B. 100 Colorectal Cancer Screenings.

Blood, occult, by peroxidase activity (eg. Guaiac) qualitative, feces, consecutive collected specimens with single determination, for colorectal neoplast screening (ie. Patient was provided 3 cards or single triple card for consecutive collection) for males and females ages 50-75. Screenings must be performed by a licensed health professional and shall submit all documentation and certifications to DPH. Screenings will include the following:

- 10 Colorectal Cancer Screening Colonoscopy including interpretation.

Group C. 100 Cervical Cancer Screenings

Cytopathology, cervical or vaginal (any reporting system), requiring interpretation by physician for female ages 21 – 64. Screenings must be performed by a licensed health professional and shall submit all documentation and certifications to DPH.

**EXHIBIT B
PROPOSAL COST**

ITEM	DESCRIPTION	ESTIMATED ANNUAL QTY	PRICE	EXTENDED TOTAL (Estimated Annual Qty X Price)	3 – Year Total (Extended Total X 3)
1.	Breast Cancer Screenings. Screening Mammography, bilateral (2-view study of each breast) and 100 Screening Digital Breast Tomosynthesis. 50 Follow-Up Digital diagnostic/treatment procedures for mammography screening abnormal cases, including six-month follow-ups if needed.	Bilateral 2D 60	\$140	\$8,400	\$25,200
		Tomosynthesis 140	\$185	\$25,900	\$77,700
		Follow up 50	\$175	\$8,750	\$26,250
			\$ _____	\$ <u>43,050</u>	\$ <u>129,150</u>
2.	Cervical Cancer Screenings. Cytopathology, cervical or vaginal (any reporting system).	100	\$200	\$20,000	\$60,000
		Follow up 30	\$330	\$9,900	\$29,700
			\$ _____	\$ <u>29,900</u>	\$ <u>89,700</u>
3.	Colorectal Cancer Screenings Blood, occult, by peroxidase activity (eg. Guaiac) qualitative, feces, consecutive collected specimens with single determination, for colorectal neoplast screening (ie. Patient was provided 3 cards or single triple card for consecutive collection) for males and females ages 50-75. Screenings will include 10 Colorectal Cancer Screening Colonoscopy including interpretation.	Occult Blood 200	\$46	\$9,200	\$27,600
		Colonoscopy 10	\$1,000	\$10,000	\$30,000
			\$ _____	\$ <u>19,200</u>	\$ <u>57,600</u>
Grand Total: Items 1-3				\$92,150	\$276,450