

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

**DEPARTMENT:** Public Health

**AGENDA DATE:** 10/16/18

**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:**

That the Mayor be authorized to sign a First Amendment to Interlocal Agreement between the City of El Paso (the "City") and the University of Texas at El Paso ("UTEP"), to extend the ending date to November 2, 2020, to conduct research and establish the El Paso Community Health Atlas to improve the health status of El Paso residents, with no change to the original payment amount (up to \$600,000.00) that the City will pay UTEP with funding from the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects.

**BACKGROUND / DISCUSSION:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**BOARD/COMMISSION ACTION:**

\*\*\*\*\*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 a First Amendment to Interlocal Agreement between the City of El Paso (the "City") and the University of Texas at El Paso ("UTEP"), to extend the ending date to November 2, 2020, to conduct research and establish the El Paso Community Health Atlas to improve the health status of Paso residents, with no change to the original payment amount (up to \$600,000.00) that the City will pay UTEP with funding from the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects.

Dated this \_\_\_\_ day of October 2018.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
Elizabeth Ruhmann  
Assistant City Attorney

APPROVED AS TO CONTENT

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

THE STATE OF TEXAS  
COUNTY OF EL PASO

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§  
§

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT**

This First Amendment to Interlocal Agreement (the "Amendment") is entered into on \_\_\_\_\_, 2018 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**, on October 20, 2015, the CITY and UTEP entered into an Interlocal Agreement for UTEP researchers to establish the El Paso Community Health Atlas ("ATLAS") to improve the health status of El Paso residents funded by 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 (the "Agreement"); and

**WHEREAS**, the delay in the collection of data from ancillary research projects necessary to complete the deliverables for the ATLAS project, which is beyond the control of UTEP, has led to a delay in UTEP's ability to complete this project; and

**WHEREAS**, in light of the condonable delay, the Parties seek to extend the term date to November 2, 2020 to allow the ancillary projects sufficient time to accumulate and share with UTEP the necessary data to successfully fulfill the deliverables for the ATLAS project, with no additional monetary compensation to be exchanged between the Parties for said extension of time; and

**WHEREAS**, the change in the end date will not detract from the final results of the project, which will establish the El Paso Community Health Atlas to serve as a comprehensive real-time database with multiple sources for the collection of health information, which in turn will allow for greater ability to measure and compare health outcomes and focus resources on improving local, regional and binational health.

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

**1.0 Article I of the Agreement shall be amended and replaced in its entirety as follows:**

**ARTICLE I**

UTEP shall provide professional research services, specifically the services of Dr. Leo A. Gemoets as Principal Investigator, to the CITY'S Department of Public Health located at 5115 El

Paso Drive, El Paso, Texas ("DPH"). In addition to the Scope of Services attached to the Agreement as Exhibit "A", the following services (the "Services") will be provided by the UTEP researchers (as identified in the proposal submitted to the CITY by UTEP) who are qualified to conduct the research entitled "Community Health Atlas (the "Atlas")":

1. Develop a protocol for the Atlas that explains policies and procedures for the Atlas' architecture, interface and the continuity of the data system;
2. Submit progress reports on a monthly basis and integrated semi-annual reports in April and October to DPH;
3. Obtain Institutional Review Board ("IRB") approval and ongoing approval if required by IRB;
4. Design analytic processes to support and feed data mining, and statistical and geospatial analysis in order to examine large amounts of data and computer sources and execute reports efficiently;
5. Provide an analytic predictive engine to determine where preventive health screenings should be directed and document race, ethnicity and language ("REAL") survey data, which will be collected by DPH and its contractors during the referral interviews and enrollment process as part of the deliverables for the Texas Health and Human Services Commission (HHSC);
6. Create a reliable coded database for patient medical information (PMI) collected and corresponding test results obtained on the oral health profile samples from the population covered by the City DPH Rawlings Dental Clinic/Mobile Dental Unit;
7. Report REAL data, socio-demographics, standardized WHO dental questionnaires, patient medical data extracted from City's DPH Rawlings Dental Clinic/Mobile Dental Unit's computerized dental medical records and the biomedical results obtained through the Oral Health El Paso 1115 Waiver Program Project to the CITY through this Agreement; the IOHA will integrate all biomedical data gathered under the 1 115 waiver including UTEP and UTH results and other data as pertinent to the dental population covered by the City's DPH Rawlings Dental Clinic/Mobile Dental Unit;
8. Disseminate de-identified results to stakeholders, including, but not limited to the City Council, CMS, the Health and Human Services Commission, the Border Public Health Interest Group, and other scientific professional organizations in the need to know; and
9. Actively participate in the Border Public Health Interest Group activities.
10. Establish the El Paso Community Health Atlas database program linked to the City's website to create a multidimensional/relational view of the data as well as fast access to information for user groups.

The above detailed Services will be performed as outlined in the Scope of Work, attached to the Agreement as Exhibit "A", incorporated herein by reference as if fully set forth.

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 Amended Exhibit "B".

DPH shall own and house the Atlas repository of de-identified data files established through the project.

In addition, Dr. Leo A. Gemoets, D.Sc., as the Principal Investigator (or designee) will be available through e-mail and telephone to provide consultation, as needed, with DPH staff.

**2.0 Article II of the Agreement shall be amended and replaced in its entirety as follows:**

## **ARTICLE II**

### **COMPENSATION**

The CITY agrees to pay UTEP for the Services in accordance with the following payment schedule:

1. FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) within thirty (30) days of full execution of this Agreement;
2. ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) on the 30<sup>th</sup> of March, 2016;
3. ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) on the 30<sup>th</sup> of September, 2016;
4. ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) on the 30<sup>th</sup> of March, 2017;
5. 5. FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) on the 31<sup>st</sup> of December, 2018;
6. 6. ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) on the 31<sup>st</sup> of October, 2019;
7. 7. ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) on the 31<sup>st</sup> of October, 2020;
8. 8. Total compensation from the CITY to UTEP shall not exceed SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) during the term of this Agreement.

The parties agree that the indirect cost for this project shall not exceed 10% of modified total direct cost ("MTDC"). UTEP shall adhere to the budget that it submitted to the CITY regarding this specific project, with regard to its expenditure of funds provided by the CITY for this project.

Payments are based upon UTEP meeting each and every one of the deliverables and reporting requirements described on Amended Exhibit "B", 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 Amended Exhibit "B" are met by UTEP. All payments from the CITY to UTEP shall be made when the CITY receives Medicaid matched revenue from the Delivery System Reform Incentive Payment ("DSRIP") as approved by CMS as a funding pool through the State of Texas Health and Human Services Commission for expenditure

reimbursement to the CITY. All payments from the CITY to UTEP shall be made within (30) business days from the CITY'S receipt of Medicaid matched revenue from the DSRIP funding pool.

In the event that the Medicaid matched revenue is withheld, reduced or cancelled by the CMS, 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 university officials in Article V for this research project in writing within 10 business days if the CITY is informed by the CMS 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 written withholding or cancellation notice from the CITY, UTEP'S Service obligation shall cease and this Agreement shall immediately terminate.

**3.0 Article V of the Agreement shall be amended and replaced in its entirety as follows:**

**ARTICLE V**

This Agreement shall become effective October 20, 2015, and continue in full force until November 2, 2020, subject to any limitations set forth herein. 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  
    Attn: Maria Isela Hernandez  
    Research Administrator  
    Office of Research and Sponsored Projects  
    500 West University Ave.  
    Administration Bldg. 209  
    El Paso, Texas 79968  
    [orspra@utep.edu](mailto:orspra@utep.edu)

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. Any attempt to assign this Agreement on the part of UTEP without consulting the CITY shall be considered to be void and may be considered an event of default at the discretion of the CITY.

**4.0 Section B, Paragraph 1, of Exhibit "C" (Business Associate Agreement) shall be amended and replaced in its entirety in as follows:**

**B. Term and Termination**

1. **Term.** The Term of this Agreement shall be effective as of October 20, 2015, and shall terminate on November 2, 2020 or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.

**5.0 Except as amended by this Amendment, the Agreement shall remain in full force and effect.**

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

*(Signatures to follow on next page)*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF EL PASO:

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elizabeth Ruhmann  
Assistant City Attorney

APPROVED AS TO CONTENT:

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

UNIVERSITY OF TEXAS AT EL PASO

\_\_\_\_\_  
Roberto A. Osegueda  
Vice President for Research  
Date: \_\_\_\_\_



## **1<sup>ST</sup> AMENDMENT TO EXHIBIT “B”**

### **University of Texas at El Paso Deliverables and Reporting Requirements Study Title: El Paso Community Health Atlas**

#### **Deliverables Description**

UTEP shall achieve the following deliverables during the six-month period (i.e. October—March/April—September) prior to a scheduled payment, with the corresponding invoice to be provided by the next payment date (September or March) and indicating when the deliverable was completed.

1. Business plan for capturing, inter-face, analyze and report de-identified data from multiple repositories, such as those set forth in Exhibit "D."
  - This is due November 30, 2015.
2. Conduct a data source analysis of information that will be compiled and integrated into the Atlas.
  - The Medicaid Waiver Data Sources set forth in Exhibit D are due on November 30, 2015.
3. Develop a manual with policies and procedures for the sustainability/continuity of the Atlas. DPH and Contractor will work together to make revisions and adjustments to said manual.

Contractor shall finalize the manual according to the following schedule:

  - The initial draft of the policies and procedures is due on March 31, 2016;
  - The second draft of the policies and procedures is due on February 28, 2019; and,
  - The final draft of the policies and procedures is due February 28, 2020.
4. Gather pertinent information and data sources that will be integrated on a monthly basis into the Atlas including, but not limited to, those listed under Exhibit D.
  - Indicate type of data integrated into the Atlas on the invoice for that period (i.e. October-March/April-September)
5. As necessary, follow-up calls will be conducted to support linkage to care, screening/vaccinations, and/or other services for research subjects with a signed consent form, HIPAA-appropriate medical Authorization document, and completed referral survey interview.
  - Indicate follow-up call amount with listing on the invoice for that period (i.e. October-March/April-September)

6. Complete cross data analyses for all data obtained throughout the first phase of the project and produce an annual executive report to assess the health status and prevalence of chronic diseases/ conditions in the community.

#### Specifications for Atlas Design/Development

1. Develop a comprehensive and user-friendly online Atlas data system that stores present and collected information linked to zip codes, to establish a baseline against which future data can be compared based on analytic processes. The Atlas should be available through an online portal for use by the following: 1) the public with general information, and 2) users holding passwords to access certain critical data. Data can be compiled and reports generated by topics based on the following timelines and categories:

#### Timelines:

- The second stage of ATLAS design, with the DPH 1115 Medicaid Waiver data sources into the below-listed data categories, shall be completed by February 28, 2019.
- All data sources and categories for the Atlas shall be updated on a monthly basis until September 2020, with said updates listed on the respective invoice.

#### Data Categories:

- Demographics (age, sex, race, ethnicity, language)
  - Social and Economic Determinants (income, education, insurance, housing)
  - Public Safety (Police and Fire Department information including emergency calls, crime rates, access/proximity to stations)
  - Border Health
  - Healthcare Infrastructure (hospitals, clinics, pharmacies, urgent care centers)
  - Food Systems (grocery stores and restaurants)
  - Environmental Health (air and water quality information)
  - Manufacturing Sector (industrial establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products)
  - Public Services
  - Built environment (parks, recreational facilities, schools)
  - Transportation
  - Time Period
  - Specific Counts (Rates, Percentages, Averages)
  - Behavioral Healthcare (psychiatric centers, counseling services, substance abuse and mental health facilities)
  - Insurance Coverage (Centers for Medicaid and Medicare Services)
2. Geo reference all data into usable formats for multiple purposes which include but are not limited to the following formats:

- Delineate spatial clusters from data sources and categories
  - Represent health data with geographic associations including local, regional, and binational proximity to U.S./Mexico border
  - Spatial estimates to transform health data into surface of disease visualizations.
    - All data sources and categories shall be geo referenced into the Atlas on a monthly basis until September, 2020.
3. Integration of a data driven strategic analysis tool into the Atlas that can provide real time trends, correlations and patterns of information, and provide a strategic analysis on trends, correlations and patterns that allow valuable insights on the data driven by cognitive learning tools. The Atlas will be used as a learning and reporting tool and will suggest conclusions and support decision-making. In addition, the information contained in the Atlas will:
- Provide an analytic predictive engine to determine where preventive health screenings should be directed. Based on the areas identified by the predictive engine the following annual numeric goals should be accomplished for the referral and provision of health screenings with documentation of REAL Survey data:
    - 200 influenza vaccines for persons 6 months and older
    - 200 pneumonia vaccines for persons 65 years of age and older
    - 200 HPV vaccines for persons 9-21 years of age
    - 200 chlamydia tests for persons 22 years of age and older
  - Information on demographics collected using REAL data referral forms, vouchers for health screenings and follow-up to report redemption of services shall be reported on a monthly basis. Information for fifteen participants per month shall be collected until total annual numeric goals are accomplished no later than by September 20, 2020.

### Ongoing Responsibilities

Contractor should include a count/description of completed deliverables and/or responsibilities as a list on letterhead sheet attached to the invoice indicating completion dates. Contractor's ongoing responsibilities include the following:

1. Use existing Atlas models for design and development (Dartmouth and other city's Atlas).
2. Adhere to federal, state and local regulations.
3. Ensure that the Atlas complies with HIPAA regulations.
4. Manage data compiling between organizations.
5. Consult as needed with other organizations for the development and expansion of data sources for the Atlas.
6. Monitor and operate the Atlas by UTEP researchers.

7. Provide technical support for Information Technology infrastructure (i.e. networking, security, back up, data storage, maintenance, source codes).
8. Active participation in the Border Public Health Interest Group for project development and information.
9. Cross-train DPH on the functionality and operability of the Atlas.
10. Be available by phone or e-mail during City business hours.
11. Attend Project Development Meetings and On-site visits to be scheduled at DPH and/or UTEP facilities.
12. Provide monthly progress reports to the DPH Director, designee and/or staff.