

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

DEPARTMENT: Department of Public Health – Administration

AGENDA DATE: CCA Consent 10/18/16

CONTACT PERSON/PHONE: Robert Resendes, Director (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 an Interlocal Agreement between the City of El Paso (the “City”) and the University of Texas at El Paso (“UTEP”), for the period of October 18, 2016 through January 31, 2018, 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 \$100,000.00 with funding from the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects.

BACKGROUND / DISCUSSION:

The City of El Paso Department of Public Health has received funding through the 1115 Texas Healthcare and Quality Improvement Program to support Medicaid Waiver projects. As part of the projects the health department will expand preventive health services and collaborate with community partners. In that effort, the Border Public Health Interest Group comprised of community partners and researchers from area universities, including the University of Texas at El Paso, University of Texas Health Science Center at Houston, and Texas Tech University Health Sciences Center will conduct research on border health issues. Research findings from this collaborative will be translated into public policy and programs to improve the quality and costs of healthcare for the use of preventive health services.

PRIOR COUNCIL ACTION:

City Council action on May 13, 2014 for authorization to sign an interlocal agreement with UTEP for the period of May 13, 2014 through May 12, 2016 to conduct health research and improve the health status of underserved populations in El Paso in the amount of \$300,000. An amendment was made on December 1, 2015 to extend ending date to August 31, 2016 at no additional cost.

Documentation: PL Matter #14-1052-248; PL Doc # 270449v2– UTEP– Border Public Health Interest Group
PL Matter #14-1052-248.001; PL Doc#457600-UTEP-Extend Ending Date to 8-16

AMOUNT AND SOURCE OF FUNDING:

Project account has \$1.2M Medicaid match revenue available earned from the Delivery System Reform Incentive Payment pool. The funding source is through the Texas Health and Human Services Commission which administers the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver as approved by the Centers for Medicare and Medicaid Services.

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 (the “City”) and the University of Texas at El Paso (“UTEP”), to increase the number of subjects to the study entitled “Evidence-Based Screening for Obesity, Cardiorespiratory Disease, and Environmental Exposures in Low-Income El Paso Households”, and to set the project ending date as December 31, 2017, through which project 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 \$100,000 with funding from the Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects.

Dated this _____ day of _____ 2016.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Josette Flores
Assistant City Attorney

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

- 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 31st of January, 2018. 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. Joao Ferreira-Pinto, or the person(s) that UTEP assigns as the Principal Investigator(s) regarding the Services, will be available through e-mail and telephone to provide consultation as needed with DPH staff when Dr. Ferreira-Pinto or the person(s) that UTEP assigns as the Principal Investigator(s) regarding the Services, is/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 October 18, 2016, and continue in full force until January 31, 2018, subject to any limitations set forth herein, with the final payment obligation from the CITY on January 31, 2018. 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 (for programmatic issues 1):
UTEP: University of Texas at El Paso
College of Health Sciences
Attention: Joao B. Ferreira-Pinto, Ph.D.
Director of Research
500 West University
El Paso, Texas 79968

UTEP (for fiscal & contractual issues):
UTEP: University of Texas at El Paso
Office of Sponsored Projects
Attention: Antonio Garcia
Research Administrator
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 _____, 2016.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

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

Josette Flores
Assistant City Attorney

UNIVERSITY OF TEXAS
AT EL PASO

Name: _____
Its: _____
Date: _____

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
Institutional Review Board (IRB) Continuing Review Approval	Ongoing
Recruit 900-1200 subjects per year	October 2016-September 2017
Data Collection on 900-1200 subjects per year	October 2016-September 2017
Referrals and follow-ups on 900-1200 subjects per year for preventive health services to be reported on a monthly basis: <ul style="list-style-type: none"> • immunizations; breast, cervical, and colon cancer screening; blood pressure monitoring 	October 2016-November 2017
Database files and data codes for DPH repository on a monthly basis <ul style="list-style-type: none"> • socio-demographic 	October 2016-November 2017
Monthly Progress Report	October 2016-November 2017
Active participation in Border Public Health Interest Group	October 2016-December 2017
Final Report with study specific data analyses: <ul style="list-style-type: none"> • detection of obesity; high-risk cardiorespiratory conditions; environmental exposures 	October 2016-December 2017
Disseminate results at BPHIG meeting and other avenue	October 2016-December 2017