

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

**DEPARTMENT:** Public Health

**AGENDA DATE:** CCA Consent 10/18/2016

**CONTACT PERSON NAME AND PHONE NUMBER:** Robert Resendes, 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 Health Science Center at Houston ("UTHSC-H"), to acknowledge a change to key personnel in the UTHSC-H research team, include additional subjects to the research project, to extend the ending date to December 31, 2017, and to pay for the additional months of data collection from the new research subjects, regarding a project through which UTHSC-H 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 UTHSC-H the sum of \$100,000 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 Texas Healthcare and Quality Improvement Program 1115 Demonstration Waiver Program to support Medicaid Waiver projects. As part of the Medicaid Waiver Projects the City of El Paso 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 July 29, 2014 for authorization to sign an interlocal agreement with UTEP for the period of July 29, 2014 through October 31, 2016 to conduct health research and improve the health status of underserved populations in El Paso for the amount of \$300,000.

**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.

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

**DEPARTMENT HEAD:** \_\_\_\_\_

**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 Health Science Center at Houston (“UTHSC-H”), to acknowledge a change to key personnel in the UTHSC-H research team, include additional subjects to the research project, to extend the ending date to December 31, 2017, and to pay for the additional months of data collection from the new research subjects, regarding a project through which UTHSC-H 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 UTHSC-H the sum of \$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



researchers who are qualified to conduct the research entitled “Reaching Medicaid and vulnerable families to transform preventive health through a community health worker outreach, health navigation, and health education integrative model.”

- 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;
- Develop an integrative community health worker (“CHW”) outreach, health navigation, and health education model to recruit subjects;
- Recruit research subjects and acquire a HIPAA-appropriate medical authorization for each recruited subject;
- Deliver modalities of services based on the CHW model including: two recruitment activities; connection to primary medical care homes; implementation of wellness programs on healthy eating and active living.
- Collect data only from subjects who have provided a HIPAA-appropriate medical authorization;
- 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;
- Submit progress reports to DPH on social determinants and clinical outcomes for a DPH database repository;
- Complete final report specific to the aforementioned research on results for delivering modalities of services based on the CHW model;
- 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 UTHSC-H 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. UTHSC-H 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 UTHSC-H through a voucher system. The referred individuals will take the referral voucher provided to them by UTHSC-H to the health care provider assigned to them by DPH for the health screenings.

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

**ARTICLE II**

The CITY agrees to pay UTHSC-H for the Services ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) on the 31<sup>st</sup> of January, 2018. The parties agree that the indirect cost for this project shall not exceed 10%.

Payments are based upon UTHSC-H 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 UTHSC-H. The City shall solely make payments to UTHSC-H out of 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 UTHSC-H 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, the UTHSC-H 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, the UTHSC-H Service obligation shall cease and this Agreement shall immediately terminate.

In addition, Dr. Louis Brown will be available through e-mail and telephone to provide consultation as needed with DPH staff when Dr. Brown is not physically present at the DPH facility.

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

**ARTICLE V**

This Agreement shall become effective on November 1, 2016, and continues in full force until December 31, 2017. Either party may terminate this Agreement by giving the other parties thirty (30) days written notice. UTHSC-H 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  
P.O. 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

UTHSC-H: The University of Texas Health Science Center at Houston  
Contracts  
7000 Fannin, UCT 1006  
Houston, 77030

Payment: Finance and Business Services Award/Payment  
FASTeam  
P.O. Box 301418  
Dallas, Texas 75303-1418

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.

This Agreement may be amended in writing and signed by authorized representatives 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 UTHSC-H 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 Except as amended by this Amendment, the Agreement shall remain in full force and effect.**

*(Signatures to follow on next page)*



APPROVED 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

THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT HOUSTON

*Krystal Touns*

Krystal Touns  
2016.10.03

Krystal Touns, CRA

13:47:54 -05'00'

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Krystal Touns, Director, Grants,  
Sponsored Projects Administration

CZD

**Exhibit A 1<sup>st</sup> Amendment**

University of Texas Health Science Center at Houston  
 School of Public Health-El Paso Regional Campus  
 Deliverables and Reporting Requirements

Study Title: Reaching Medicaid and vulnerable families to transform preventive health through a community health worker outreach, health navigation, and health education integrative model.

<b>Deliverable/Requirement</b>	<b>Due Date</b>
<b>Institutional Review Board (IRB) Continuing Review Approval</b>	Ongoing
<b>Recruit 200-400 subjects per year</b>	November 2016-October 2017
<b>Data Collection on 200-400 subjects per year</b>	November 2016-October 2017
<b>Referrals and follow-ups on 200-400 subjects per year for preventive health services to be reported on a monthly basis:</b> <ul style="list-style-type: none"> <li>• immunizations; breast, cervical, and colon cancer screening; blood pressure monitoring</li> </ul>	November 2016-October 2017
<b>Database files and data codes for DPH repository on a monthly basis</b> <ul style="list-style-type: none"> <li>• socio-demographic</li> </ul>	November 2016-October 2017
<b>Monthly Progress Report</b>	November 2016-October 2017
<b>Active participation in Border Public Health Interest Group</b>	November 2016-December 2017
<b>Final Report with study specific data analyses:</b> <ul style="list-style-type: none"> <li>• detection of obesity; high-risk cardiorespiratory conditions; environmental exposures</li> </ul>	November 2016-December 2017
<b>Disseminate results at BPHIG meeting and other avenue</b>	November 2016-December 2017