

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

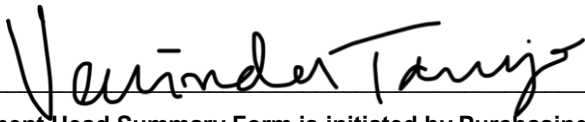
**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

### NOW THEREFORE 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 and the University Medical Center of El Paso for the period starting September 4, 2024, through January 31, 2026, with four one year renewal periods, for the provision of laboratory testing services by the City of El Paso to the University Medical Center of El Paso, for which the University Medical Center of El Paso shall pay to the City of El Paso an amount pursuant to Attachment "A" Lab Fees. As well as, for laboratory testing services by the University Medical Center of El Paso to the City of El Paso, for which the City of El Paso shall pay to the University Medical Center of El Paso an amount pursuant to Attachment "B" Lab Fees.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Renard U. Johnson, Mayor

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Mona Heydarian*  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Veerinder Taneja*  
Dr. Veerinder Taneja, Director  
Department of Public Health

THE STATE OF TEXAS §

§

INTERLOCAL AGREEMENT

COUNTY OF EL PASO §  
CENTER (Laboratory Testing Services)

UNIVERSITY

MEDICAL

This Interlocal Agreement (“**Agreement**”) is made this 4th day of September, 2024 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**City**”), and El Paso County Hospital District d/b/a University Medical Center of El Paso (UMC), a political subdivision of the State of Texas organized and existing under the laws of the State of Texas (“**UMC**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

**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 or with a federally recognized Indian tribe for the provision of governmental functions and services or to study the feasibility of the performance of a governmental function or service by an Interlocal contract; and

**WHEREAS**, the laboratory services outlined in this Agreement are necessary year-round, and this Agreement is to memorialize the continuation of the services and financial obligations from September 4, 2024.

The parties agree as follows:

**SECTION 1. PURPOSE.**

- A. The City's Public Health Department will provide laboratory testing services to the UMC in accordance with the provisions detailed in **Attachment “A”** (“**Work**”).
- B. The UMC will perform the services detailed in **Attachment “B”**.
- C. The City and UMC will pay scheduled amount to each other in accordance with the provisions set out in **Attachment “A”** and **Attachment “B”** respectively.
- D. Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

**SECTION 2. TERM.**

- A. This Agreement will commence on the Effective Date and will end on 31<sup>st</sup> day of January, 2026 (“**Term**”).
- B. This Agreement will automatically renew for one year a total of 4 times unless either party sends a notice of their intent not to renew to the other party at least 30 calendar days before the then-current Term of this Agreement expires.

### **SECTION 3. NO INDEMNIFICATION.**

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

### **SECTION 4. HIPPA.**

- A. The parties agree to maintain and secure the confidentiality of the patients’ protected health information as mandated by the Health Insurance Portability and Accountability Act (“**HIPAA**”). In the event it is determined that either party will have access to patient health information (“**PHI**”), the parties agree to negotiate a Business Associate Agreement as part of this Agreement.

### **SECTION 5. TERMINATION.**

- A. This Agreement may be terminated as provided in this section.
  - 1. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.
  - 2. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.

### **SECTION 6. GENERAL PROVISIONS.**

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the UMC and the City. As such, the City is not subject to the liabilities or obligations the UMC obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

4815 Alameda Avenue  
El Paso, Texas 79905

- E. CONFIDENTIALITY. The UMC acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- K. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The UMC will allow the City to inspect and copy all records pertaining to the Shared Laboratory Services provided in this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the UMC, and the UMC'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.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

P. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**CITY OF EL PASO**

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Renard U. Johnson, Mayor

ATTEST:

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Laura D. Prine  
City Clerk

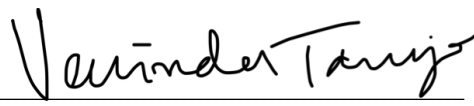
**APPROVED AS TO FORM:**



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Mona Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



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Veerinder Taneja, MBBS; MPH, Director  
Department of Public Health



**UNIVERSITY MEDICAL CENTER**



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R. Jacob Cintron,  
President & Chief Executive Officer

**REVIEWED BY LEGAL DEPARTMENT:**



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Daniel F. Collins, attorney

## ATTACHMENT “A”

### OBLIGATIONS OF THE CITY

A. The CITY Obligations: The CITY will provide the following LAB for UMC pursuant to the following lab fees:

Fee Description	Detail	FY 2025 Proposed Fees
QuantiFERON TB	TB test cell immune measure (CPT 86480)	\$116.00
Syphilis (RPR)	Syphilis testing (CPT 86592)	\$6.00
RPR Titer	RPR Titer (CPT 86593)	\$8.00
Gram Stain Smear	Gram Stain Smear (CPT 87205)	\$6.00
TPPA	Confirmation Treponema Pallidum (CPT 86780)	\$23.00
Wet Mount	Wet Mount (CPT 86780)	\$8.00
Chlamydia DNA amp probe	Chlamydia DNA amp probe (CPT 87491)	\$47.00
N. Gonorrhea DNA amp probe	N. Gonorrhea DNA amp probe (CPT 87591)	\$84.00
Mycology	Mycology	\$84.00
HIV-1/HIV-2 single assay	HIV-1/HIV-2 single assay (CPT 87389)	\$32.00
HIV ½ Geenius Confirmation	HIV Confirmation (CPT 86701, 86702)	\$65.00
Urinalysis non-auto w/ scope	Urinalysis with Microscopy (CPT 81000)	\$25.00
Hepatitis C IgM	Hepatitis C IgM Screen (CPT 86803)	\$23.00
Hepatitis C RNA	Hepatitis C RNA Confirmation (CPT 87520)	\$68.00
Zika Real Time PCR	Zika PCR (CPT 87662)	\$65.00
Chikungunya Real Time PCR	Chikungunya PCR (87798)	\$45.00
Dengue Real Time PCR	Dengue PCR (CPT 87798)	\$45.00
Influenza Surveillance without Culture	Flu Testing (CPT 87502)	\$110.00
Pregnancy Test	hCG (CPT 81025)	\$12.00
Shipping and Handling	Ship Specimen to DSHS for additional testing	\$60.00

**ATTACHMENT “B”**  
**OBLIGATIONS OF THE [UMC]**

A. The UMC Obligations: The UMC will provide the following LAB Services for CITY pursuant to the following lab fees:

CPT CODE	LAB CODE	TEST DESCRIPTION	MCR + 10%
80204	8721	METHOTREXATE	42.43
80158	8931	CYCLOSPORINE A	19.86
80197	80783	TACROLIMUS	15.10
86038	83631	LUPUS COMP. PANEL	13.30
80051	24LYT	ELECTROLYTES 24 HR. URINE	7.71
87806	4GHIV	HIV 1/2 RAPID 4TH GEN	36.05
83036	A1C	HEMOGLOBIN A1C	10.68
86900	ABO	ABO BLOOD GROUP	3.29
86900	ABO2	ABO GROUP VERIFICATION	3.29
86850	ABSC	ANTIBODY SCREEN	10.75
86255	ACEN	ANTI-CENTROMERE	13.26
86039	ACENT	ANTI-CENTROMERE TITER	12.28
G0480	ACETA	ACETAMINOPHEN	125.87
82950	ADAGT	2HR ADA GLUCOSE TOLERANCE	5.23
86225	ADNA	ANTI-DNA	15.11
86256	ADNAT	ANTI-DNA TITER	13.26
87116	AFBC	CULTURE, AFB	11.88
82105	AFPO	AFP	18.45
87206	AFS	STAIN, AFB	5.93
87206	AFS2	STAIN, AFB	5.93
87802	AGGBC	GROUP B STREP CSF	14.00
87804	AGHAC	H INFLUENZAE CSF	18.21

87449	AGLEG	LEGIONELLA URINE ANTIGE	13.18
87899	AGNMC	N MENINGITIDIS CSF	17.68
87899	AGPNU	STREP PNEUMO ANTIGEN	17.68
87449	AGSTP	S PNEUMO URINE AG TEST	13.18
86905	AGTYP	ANTIGEN TYPING	4.21
86905	AHR2	UBS AHRS TYP (E,S,C,FYA,JFA,JKB)	4.21
82040	ALB	ALBUMIN	5.45
84075	ALK	ALKALINE PHOSPHATASE	5.70
84460	ALT	GPT (ALT)	5.83
82140	AMON	AMMONIA	16.03
82150	AMYL	AMYLASE	7.13
86038	ANA	ANA	13.30
86039	ANATI	ANA TITER	12.28
87075	ANOC	CULTURE, ANAEROBIC	10.42
G0103	APSA	PSA TOTAL ANNUAL	21.24
85730	APTT2	APTT	6.61
87168	ARTHR	ARTHROPOD, MACROSCOPIC EXAM	4.70
84450	AST	GOT (AST)	5.70
82607	B12	VITAMIN B12	16.59
80307	BARB	BARBITURATE	68.35
80307	BENZ	BENZODIAZEPINE	68.35
87070	BFLDC	CULTURE, BODY FLUID	9.48
82010	BHB	BETA HYDROXYBUTYRATE	8.99
87040	BLDC	CULTURE, BLOOD	11.35
87070	BSITC	CULTURE, BODY SITE	9.48
84182	BTTA	BOTULINUM TOXIN TYPE A	32.13
84520	BUN	BUN	4.35

86160	C3	COMPLEMENT C3	13.20
86160	C4	COMPLEMENT C4	13.20
82310	CA	CALCIUM	5.68
86304	CA125	CA 125	22.89
86300	CA153	CA 15-3	22.89
86900	CABO	CORD ABO BLOOD GROUP	3.29
80156	CARBA	CARBAMAZEPINE	16.03
82310	CARDM	CALCIUM URINE RANDOM	5.68
85025	CBCD	CBC W/DIFF	8.55
85027	CBCN	CBC NO DIFF	7.12
86880	CC3	COMPLEMENT COOMBS	5.93
87252	CCMV	CULTURE, CMV	28.68
86880	CDAT	CORD DAT	5.93
82378	CEA	CEA	20.86
80053	CHM14	COMP. METABOLIC PANEL	11.62
80048	CHM8	BASIC METABOLIC PANEL	9.31
82465	CHOL	CHOLESTEROL	4.79
86880	CIGG	IGG COOMBS	5.93
82550	CK	CK	7.16
82435	CL	CHLORIDE	5.06
82436	CLRDM	CHLORIDE URINE RANDOM	6.33
87077	CMBO	DEFINITIVE ID AEROBIC	8.89
82374	CO2	CARBON DIOXIDE	5.37
86850	COLD	COLD SCREEN	10.75
86705	CORE	HEPATITIS B CORE IGM	12.95
82533	CORT	CORTISOL	17.93
87635	COVAP	SARS COV-2 RNA	56.44

87635	COVRP	RAPID SARS COV-2 RNA	56.44
85041	CRBC1	CSF RBC COUNT ONLY #1	3.32
85041	CRBC4	CSF RBC COUNT ONLY #4	3.32
82575	CRCL	CREATININE CLEARANCE 24 HR.	10.41
82565	CREA	CREATININE	5.63
86901	CRH	CORD RH	3.29
80061	CRISK	CARDIAC RISK PROFILE	14.73
86140	CRP	CRP	5.70
82570	CRRDM	CREATININE RANDOM URINE	5.70
87899	CRYP A	CRYPTO AG	17.68
87899	CRYP C	CRYPTO AG CSF	17.68
87328	CRYPT	CRYPTOSPORIDIUM ANTIGEN	15.20
86406	CRYTI	CRYPTO AG TITER	11.70
87070	CSFC	CULTURE, CSF	9.48
89051	CSFD	CSF DIFF	6.16
82945	CSFGL	GLUCOSE CSF	4.32
83605	CSFLA	LACTIC ACID CSF	12.73
84155	CSFTP	PROTEIN CSF	4.04
87591	CTG	CHLAM PROBE GENITAL	38.60
87491	CTU	CHLAM PROBE URINE	38.60
0241U	CXRES	CEPHEID RESP. PNL.	156.89
86880	DAT	DIRECT COOMBS	5.93
82248	DBILI	BILIRUBIN CONJ. (DIRECT)	5.52
87274	DFHSV	HERPES DFA TEST	13.18
85007	DIFCH	DIFF CHARGE	4.18
80162	DIG	DIGOXIN	14.61
85379	DIMER	D-DIMER QUANT.	11.20

85597	DRVCR	DRVV CONFIRMATION RATIO	19.78
85613	DRVMX	DRVV 1:1 MIX	10.54
85612	DRVSR	DRVV SCREEN RATIO	19.24
86885	DU	DU TEST	6.29
85025	ECBC	CBC WITH DIFF	8.55
85025	ECBC5	CBC WITH DIFF (DXH 520)	8.55
85027	ECBCN	CBC NO DIFF	7.12
89051	ECDIF	CSF DIFF	6.16
89051	EFDIF	FLUID DIFF	6.16
87798	EGAST	GR. A STREPTOCOCCUS TEST	38.60
85014	EHCT	SPUN HCT	2.61
87337	EHIST	ENTAMOEBA HISTOLYTICA AG	13.18
86703	EHIVR	HIV 1/2 RAPID TEST	15.08
81015	EMIC2	URINE MICROSCOPIC	3.36
89190	EOSMR	EO SMEAR	6.37
87880	ERSAP	ER RAPID STREP A POC	18.18
86762	ERUBL	RUBELLA IGG	15.83
85651	ESR	SED - RATE	4.70
G0480	ETOH	ALCOHOL	125.87
81001	EUA	UA WITH MICROSCOPIC	3.49
81003	EUDIP	UA DIPSTICK SCREEN	2.48
81001	EUMIC	UA WITH MICROSCOPIC RFX CULTURE	3.49
87507	FAGIP	FILM ARRAY GI PNL.	458.46
89060	FCRSL	SYNOVIAL CRYSTAL	8.06
85362	FDP	FDP FIBRIN DEG PRODUCTS	7.58
82728	FERIT	FERRITIN	14.99
82731	FFN	FETAL FIBRONECTIN	70.85

85384	FIB2	FIBRINOGEN	10.69
82042	FLALB	PLEURAL FLD ALBUMIN	8.56
82150	FLAMY	PLEURAL FLD AMYLASE	7.13
82570	FLCRE	PLEURAL FLD CREATININE	5.70
89051	FLDD	FLUID DIFF	6.16
82945	FLGLU	PLEURAL FLD GLUCOSE	4.32
83615	FLLDH	PLEURAL FLD LDH	6.64
83690	FLLIP	PLEURAL FLD LIPASE	7.58
84478	FLTG	PLEURAL FLD TRIGLYC	6.31
84157	FLTP	PLEURAL FLD TL PROT	4.40
84520	FLUN	PLEURAL FLD UREA NITRO	4.35
85461	FMBS1	FETO MATERNAL BLEED SCREEN	10.30
87483	FMEP	FILM ARRAY MENINGITIS PNL	458.46
82746	FOL	FOLATE SERUM	16.17
82042	FPALB	PERITONEAL FLD ALBUMIN	8.56
82150	FPAMY	PERITONEAL FLD AMYLASE	7.13
82570	FPCRE	PERITONEAL FLD CREATININE	5.70
82945	FPGLU	PERITONEAL FLD GLUCOSE	4.32
83986	FPH	FLUID PH	3.94
83615	FPLDH	PERITONEAL FLD LDH	6.64
83690	FPLIP	PERITONEAL FLD LIPASE	7.58
84478	FPTG	PERITONEAL FLD TRIGLYC	6.31
84157	FPTP	PERITONEAL FLD TL PROT	4.40
84520	FPUN	PERITONEAL FLD UREA NITRO	4.35
0202U	FRESP	FILM ARRAY RESP. PNL.	458.46
82570	FSCRE	SYNOVIAL FLD CREATINE	5.70
82945	FSGLU	SYNOVIAL FLD GLUCOSE	4.32



83001	FSH	FSH	20.44
84560	FSURA	SYNOVIAL FLD URIC ACID	5.59
84481	FT3	FREE TRIIODOTHYRONINIE	18.63
84439	FT4	FREE T4	9.92
87103	FUNB	CULTURE, FUNGAL (BLOOD)	22.51
87102	FUNC	CULTURE, FUNGAL	9.25
86906	G-C	BIG C ANTIGEN	8.53
87081	GCC	CULTURE, GONORRHOEAE	7.29
86906	G-CC	LITTLE C ANTIGEN	8.53
87491	GCG	GC PROBE GENITAL	38.60
87591	GCU	GC PROBE URINE	38.60
86906	G-E	BIG E ANTIGEN	8.53
86906	G-EE	LITTLE E ANTIGEN	8.53
87081	GENBC	CULTURE, GROUP B STREP	7.29
80170	GENTP	GENTAMICIN PEAK	18.02
80170	GENTR	GENTAMICIN RANDOM	18.02
80170	GENTT	GENTAMICIN TROUGH	18.02
86905	G-FYA	FYA ANTIGEN	4.21
86905	G-FYB	FYB ANTIGEN	4.21
82977	GGT	GGT (GAMMA-GLUTAMYL TRANSF)	7.92
87329	GIARD	GIARDA ANTIGEN	13.18
86905	G-JKA	JKA ANTIGEN	4.21
86905	G-JKB	JKB ANTIGEN	4.21
86905	G-K	KELL ANTIGEN	4.21
82947	GL2PP	GLUCOSE 2HR. POST PRANDIAL	4.32
86905	G-LEA	LEA ANTIGEN	4.21
86905	G-LEB	LEB ANTIGEN	4.21

82947	GLU	GLUCOSE	4.32
82950	GLU50	GLUCOSE CHALLENGE 50 GRAM 1H	5.23
86905	G-M	M ANTIGEN	4.21
86905	G-N	N ANTIGEN	4.21
86905	G-P1	P1 ANTIGEN	4.21
87205	GRAM	GRAM STAIN	4.70
87205	GRAM2	GRAM STAIN	4.70
86905	G-S	BIG S ANTIGEN	4.21
86905	G-SS	LITTLE S ANTIGEN	4.21
86709	HAVM	HEPATITIS A IGM	12.39
87340	HBSAG	HEP B SURFACE ANTIGEN	11.36
87341	HBSCN	HBSAG CONFIRMATION	11.36
84703	HCGQL	HCG SERUM (QUAL)	8.27
85014	HCT	HCT	2.61
86803	HCV	HEP C ANTIBODY	15.70
83718	HDL	HDL_C DIRECT	9.01
86706	HEBAB	HEP B SURFACE ANTIBODY	11.81
80074	HEPPR	HEPATITIS PROFILE	52.39
85018	HGB	HGB	2.61
86703	HIV12	HIV 1/2 AB EIA	15.08
86703	HIVRD	HIV 1/2 RAPID 4TH GEN	15.08
87624	HPV	HPV MRNA HIGH RISK	38.60
87624	HPVR	HPV MRNA HIGH RISK	38.60
86141	HSCR	HIGH SENSITIVITY CRP	14.25
85597	HXCON	STA-CLOT LA	19.78
87158	IDAFB	DEFINITIVE ID MYCOBACTERIA	8.51
87076	IDANA	DEFINITIVE ID ANAEROBIC	8.89

87077	IDHAE	DEFINITIVE ID HAEMOPHILUS	8.89
87107	IDMLD	DEFINITIVE ID FUNGUS (MOLD)	11.35
87106	IDYEA	DEFINITIVE ID FUNGUS (YEAST)	11.35
85610	INRPT	PT-INR	4.72
83525	INSUL	INSULIN	12.57
85055	IPF	IMMATURE PLT FRACTION	39.31
83970	IPTH	PTH, INTACT SERUM	45.41
83540	IRON	IRON	7.12
84132	K	POTASSIUM	5.24
85460	K-B	KLEIHAUER	8.50
87220	KOH	KOH PREP	4.70
84133	KRDM	POTASSIUM RANDOM URINE	5.20
83605	LAC	LACTIC ACID PLASMA	12.73
85732	LAMIX	PTT- LA SCREEN 1:1 MIX	7.12
83615	LD	LDH	6.64
83721	LDLD	DIRECT LDL CHOLESTEROL	11.55
80076	LFT	HEPATIC FUNCTION PANEL	8.99
83002	LH	LH	20.37
80178	LI	LITHIUM	7.27
83690	LIPA	LIPASE	7.58
85520	LMWH	ANTI-XA LMWH	14.40
80307	LTOX	LM TOX PANEL	68.35
80051	LYTES	ELECTROLYTES	7.71
82043	M2ALB	24HR MICROALBUMIN URINE	6.36
87207	MAL	MAL BLOOD SMEAR	6.59
82043	MCALB	MICROALBUMIN RANDOM URINE	6.36
80307	METHE	METHADONE	68.35

83735	MG	MAGNESIUM	7.37
86308	MONO	MONO TEST	5.70
87070	MRSAS	MRSA SCREEN	9.48
86735	MUMPS	MUMPS IGG	14.36
83874	MYO	MYOGLOBIN	14.21
84295	NA	SODIUM	5.29
86900	NABO	NEONATE ABO	3.29
84300	NARDM	SODIUM RANDOM URINE	5.57
80053	NCH14	NEONATAL COMP. METABOLIC PANEL	11.62
82248	NDBIL	NEO D BILIRUBIN	5.52
80076	NLFT2	NEONATAL HEPATIC FUNCTION PANEL	8.99
80055	NOBP3	NEW OB PROFILE	52.59
80307	NSYTX	NEONATAL URINE TOX	68.35
82247	NTBIL	BILIRUBIN NEONATAL	5.52
83880	NTBNP	NT-PRO BNP	43.19
82270	OB	OCCULT BLOOD STOOL	4.82
82274	OBFIT	OCCULT BLOOD IMMUNOCHEM	17.51
82951	OBG2	OB GLUCOSE TOLERANCE 2 HOUR	14.16
82951	OBGTT	OB GLUCOSE TOLERANCE 3	14.16
87169	OPMAC	PARASITE, MACROSCOPIC EXAM	4.74
83735	OSMOL	OSMOLALITY	7.37
86790	PAID	STUDENT PAID	14.17
84145	PCT	PROCALCITONIN	29.94
84081	PG	PG	18.17
80184	PHENO	PHENOBARBITAL	16.83
84100	PHOS	PHOSPHORUS	5.21
85049	PLT2	PLT COUNT	4.93

84105	PORDM	PHOSPHORUS RANDOM URINE	6.36
84134	PRALB	PREALBUMIN	16.05
84146	PROLA	PROLACTIN	21.32
84112	PROM	PROM TEST	107.92
80307	PROP	PROPOXYPHENE	68.35
85303	PROTC	PROTEIN C ACTIVITY	15.22
85305	PROTS	PROTEIN S ACTIVITY	12.77
84153	PSA	PSA	20.23
85610	PT2	PROTIME	4.72
80185	PTN	PHENYTOIN	14.58
85730	PTTLA	PTT- LA SCREEN	6.61
87172	PWORM	PINWORM EXAM	4.70
84702	QTHCG	HCG SERUM (QUANT)	16.56
86765	RBEOL	MEASLES IGG ANTIBODY	14.17
80069	RENAL	RENAL PANEL	9.55
85045	RETA	RETICULOCYTE COUNT	4.39
85046	RETPM	RETICULOCYTE PARAMETERS	6.13
86430	RF	RHEUMATOID FACTOR	6.75
86901	RH1	RH TYPE	3.29
86906	RH2	RH TYPE VERIFICATION	8.53
87425	ROTA	ROTAVIRUS	13.18
86592	RPR	RPR	4.70
86593	RPRTI	RPR TITER	4.84
87070	RSPC	CULTURE, RESPIRATORY	9.48
87807	RSVRD	RSV RAPID	14.41
86762	RUBEL	RUBELLA IGG	15.83
G0480	SAL	SALICYLATE	125.87

86850	SCRNC	ANTIBODY SCREEN EA	10.75
89320	SEMN2	SEMEN ANALYSIS	13.54
89310	SEMVA	POST-VAS	9.47
87186	SENS	SUSCEPTIBILITY	9.52
87186	SENS3	SUSCEPTIBILITY THREE	9.52
87186	SENS4	SUSCEPTIBILITY FOUR	9.52
87186	SENS5	SUSCEPTIBILITY FIVE	9.52
89055	SLWBC	FECAL LEUKOCYTES	4.70
87081	ST24H	24HR STREP SCREEN	7.29
87046	STLC	CULTURE, STOOL	10.38
87880	STSCR	STREP A RAPID TEST	18.18
85732	SUBST	COAG SUBSTITUTION	7.12
89051	SYDIF	SYNOVIAL DIFF	6.16
84479	T3U	T3 UPTAKE	7.12
82247	TBILI	BILIRUBIN TOTAL	5.52
80307	THC	CANNABINOIDS	68.35
80198	THEO	THEOPHYLLINE	15.55
87070	THRC	CULTURE, THROAT	9.48
85670	THROM	THROMBIN TIME	6.35
83550	TIBCF	TIBC	9.61
86886	TITER	TITER	5.70
80200	TOBRP	TOBRAMYCIN PEAK	17.74
80200	TOBRR	TOBRAMYCIN RANDOM	17.74
80200	TOBRT	TOBRAMYCIN TROUGH	17.74
84155	TP	PROTEIN TOTAL	4.04
86780	TP.PA	TP.PA	14.56
84466	TRFN	TRANSFERRIN	14.04

84478	TRIG	TRIGLYCERIDES	6.31
84484	TROI	TROPONIN I	13.72
84443	TSH	TSH	18.48
84443	TSHRE	TSH REFLEX FT4	18.48
84480	TT3	T3 TOTAL	15.60
84436	TT4	TOTAL T4	7.56
87661	TVG	TRICH PROBE GENITAL	38.60
81001	UA2	UA WITH MICROSCOPIC	3.49
81003	UADIP	UA DIPSTICK	2.48
84560	UARDM	URIC ACID URINE RANDOM	5.59
81003	UBLD	BLOOD	2.48
86900	UBS02	UBS-ABO DISCREPANCY (INC. A-2 CELLS & ANTI A,B)	3.29
86900	UBS03	UBS-ABO GROUPING	3.29
86901	UBS04	UBS-RH (D) TYPING	3.29
86850	UBS07	UBS-ANTIBODY SCREEN	10.75
86850	UBS08	UBS-ANTIBODY SCREEN- GEL	10.75
86905	UBS1	UBS TYP (C,E,N,K,S)	4.21
86902	UBS10	UBS-ANTIGEN TYPING - CLASS I	6.99
86902	UBS11	UBS-ANTIGEN TYPING - CLASS II	6.99
86905	UBS12	UBS-ANTIGEN TYPING - (PATIENT)	4.21
86902	UBS13	UBS-ANTIGEN TYPING - RARE (DONATION)	6.99
86905	UBS14	UBS-ANTIGEN TYPING - RARE (SERUM SCREENING)	4.21
86156	UBS15	UBS-COLD AGGLUTININ SCREEN	8.88
86157	UBS16	UBS-COLD AGGLUTININ TITER	8.87
86880	UBS17	UBS-DIRECT ANTIGLOBULIN TEST	5.93
86905	UBS2	UBS TYP (E,S,C,FYA,JFA,JKB)	4.21

86905	UBS20	UBS-EXTENDED PHENOTYPE	4.21
86022	UBS23	UBS-PLATELET ANTIBODY ID	20.21
86022	UBS24	UBS-PLATELET CROSSMATCH	20.21
86906	UBS26	UBS-RH PHENOTYPE	8.53
86886	UBS27	UBS-TITRATION STUDIES	5.70
86850	UBS31	PREWARM TECHNIQUE	10.75
81403	UBS32	RHD GENOTYPE	203.72
81403	UBS33	RHCE GENOTYPE	203.72
81403	UBS36	MOLECULAR EXT. RBC GENO/PHENOTYPE (HEA)	203.72
82340	UCA	URINE CALCIUM	6.63
82436	UCL	URINE CHLORIDE	6.33
82570	UCREA	URINE CREATININE	5.70
89050	UEOS	URINE EOSINOPHIL COUNT	5.19
81003	UGLU	GLUCOSE URINE	2.48
81025	UHCG	URINE HCG	9.47
84703	UHCGE	URINE HCG (ED LAB)	8.27
84133	UK	URINE POTASSIUM	5.20
81003	UKET	KETONES URINE	2.48
83735	UMG	URINE MAGNESIUM	7.37
84300	UNA	URINE SODIUM	5.57
83935	UOSMO	OSMOLALITY URINE	7.50
81003	UPH	PH	2.48
84105	UPHOS	URINE PHOSPHORUS	6.36
84156	UPRDM	PROTEIN RANDOM URINE	4.04
81003	UPRO	PROTEIN	2.48
84156	UPROT	URINE TOTAL PROTEIN	4.04
81001	URFX2	UA WITH MICROSCOPIC RFX CULTURE	3.49



84550	URIC	URIC ACID	4.97
87086	URNC	CULTURE, URINE	8.88
80307	URTOX	URINE TOXICOLOGY PANEL	68.35
86902	USCRN	ANTIGEN SCREEN EACH UNIT	6.99
81003	USPG	SPEC GRAV	2.48
84560	UURAC	URINE URIC ACID	5.59
84540	UURDM	UREA NITROGEN RANDOM UA	6.12
84540	UUUN	URINE UREA NITROGEN	6.12
80164	VALP	VALPROIC ACID	14.89
80202	VANCP	VANCOMYCIN PEAK	14.89
80202	VANCR	VANCOMYCIN RANDOM	14.89
80202	VANCT	VANCOMYCIN TROUGH	14.89
86592	VDRL	VDRL (CSF)	4.70
86593	VDRLT	VDRL TITER	4.84
82306	VITD	VITAMIN D, 25-OH	32.56
81050	VOLU	VOLUME URINE	4.00
81050	VOLUM	VOLUME URINE	4.00
87184	VREC	CULTURE, VRE	8.23
86787	VZAB	VARICELLA ZOSTER AB	14.17
86788	WESTN	WEST NILE IGM	18.54
87070	WNDC	CULTURE, WOUND	9.48
87210	WTMT	WET MOUNT	6.40

## X-Ray-Services

### HCPCS RATE2019 TEST CODE NAME

**71045 \$36.00 26801936 CHEST I VIEW**

**71046 \$36.00 26801951 CHEST2 VIEW**



## **BUSINESS ASSOCIATE AGREEMENT**

This **Business Associate Agreement** ("BAA") is entered into by and between the undersigned entity, further described and identified in the signature block ("Business Associate"), and the **El Paso County Hospital District d/b/a University Medical Center of El Paso** ("Covered Entity") collectively, the "Parties".

### **RECITALS:**

**WHEREAS**, the purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS") as they may be amended, 45 C.F.R. parts 160 and 164 ("the Privacy Rules") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended, 45 C.F.R. parts 160, 162, and 164 subpart C ("the Security Rule"); and the Health Information Technology for Economic Clinical Health Act of 2009, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act") (collectively the "HIPAA Laws"); as well as Texas laws related to privacy and security of health information, including but not limited to the Texas Medical Records Privacy Act, TEX. HEALTH & SAFETY CODE ANN. Section 181.001 *et seq.*, as amended, the Texas Identity Theft Enforcement and Protection Act, TEX. BUS. & COMM. CODE Section 521.001 *et seq.*, as amended, Standards Relating to the Electronic Exchange of Health Information, 1 TEX. ADMIN. CODE Section 390.1 *et seq.*, as amended (collectively, the "Texas Laws"). (The HIPAA Laws and the Texas Laws are collectively referred to as the "Health Privacy Laws").

**WHEREAS**, Business Associate provides services to or on behalf of Covered Entity, and such other related services which are within the scope of, and necessary to achieve the obligations and responsibilities of the Business Associate in providing services to, or performing on behalf of, Covered Entity.

**WHEREAS**, the Parties' Service Agreement wherein Business Associate provides a service or services to Covered Entity involves the use and/or disclosure of Protected Health Information ("PHI").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. **DEFINITIONS.** Terms used but not otherwise defined in this BAA shall have the same meaning as the meaning ascribed to those terms in the applicable Health Privacy Laws.

1. **"Breach"** shall mean the acquisition, access, use, or disclosure of unsecured protected health information in a manner not permitted under 45 CFR §§164.500-164.534 which compromises the security or privacy of such PHI, except that the term shall not include:
  - a. an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or a business associate if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 CFR §§164.500-164.534;
  - b. any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 CFR §§164.500-164.534; or
  - c. a disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
2. **"Business Associate"** shall have the meaning given to such term in 45 C.F.R. § 160.103.
3. **"Covered Entity"** shall mean **El Paso County Hospital District, d/b/a University Medical Center of El Paso, located at 4815 Alameda Ave., El Paso, TX 79905.**
4. **"Health Privacy Laws"** shall mean the HIPAA Laws and Texas Laws related to privacy and security of health information, including but not limited to the Texas Medical Records Privacy Act, the Texas Identity Theft Enforcement and Protection Act, and their related regulations and amendments.
5. **"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. Section 1320d and any current and future regulations promulgated under HIPAA, including but not limited to 45 C.F.R. Parts 160 and 164.
6. **"HIPAA Laws"** shall mean collectively HIPAA and the HITECH Act, 42 C.F.R. Part 2 (if applicable), and their related regulations and amendments.
7. **"Individual"** shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. Section 160.103, and a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

8. **"Protected Health Information ("PHI")"** is any information in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 CFR §§160.103 and 164.501. The reference to PHI is inclusive of Sensitive Personal Information (SPI) as referenced in Texas Law.
9. **"Electronic Protected Health Information ("EPHI")"** shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
10. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.
11. **"Required by Law"** shall mean a mandate contained in law that compels a use or disclosure of PHI.
12. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
13. **"Security Rule"** shall mean the Security Standards published in 45 C.F.R. Parts 160 and 164 as amended by the HITECH Act.
14. **"Unsecured PHI"** shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

## **B. GENERAL**

1. Business Associate agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Business Associate agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Rules. Compliance with this paragraph is at Business Associates' own expense.
3. Business Associate agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other proceedings, including investigations, required as a result of Business Associate's services to Covered Entity. Compliance with this paragraph is at Business Associate's own expense.

## **C. REPRESENTATION**

Business Associate represents that it is familiar with and is in compliance with the Health Privacy Laws, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

## **D. OBLIGATIONS OF COVERED ENTITY**

1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with its Notice of Privacy Practices, as well as any changes to such notice, if such changes affect Business Associate's use or disclosure of PHI. "Provide" shall include posting on the Covered Entity's external website or other media to which Business Associate has access.
2. **Revocation of Permitted Use or Disclosure of PHI.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. **Restrictions on Use or Disclosure of PHI.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.
4. **Requested Uses or Disclosures of PHI.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Health Privacy Laws if done by Covered Entity, except that Business Associate may use or disclose PHI as necessary for Data Aggregation, management and administrative activities of Business Associate, or to carry out its legal responsibilities, provided that such uses are permitted under the Health Privacy Laws.

## **E. OBLIGATIONS OF BUSINESS ASSOCIATE**

1. **Nondisclosure of PHI.** Except as otherwise permitted by this BAA or applicable law, Business Associate agrees to not use or disclose PHI except as necessary to provide services described above to or on behalf of Covered Entity, and shall not use or disclose PHI in a manner that would violate the Health Privacy Laws if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
  - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA and Texas Medical Privacy Act;

- (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will be held confidential and further used and disclosed only as Required by Law, or for the purpose for which it was disclosed to the person or entity, and the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;
  - (c) agree to notify the designated Privacy Officer of Covered Entity immediately but not later than within 24 hours of becoming aware of any instances in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this BAA or for a purpose not expressly permitted by the Health Privacy Laws;
  - (d) use PHI to provide data aggregation services relating to the health care operation of Covered Entity;
  - (e) use PHI to create de-identified information consistent with the standards set forth at 45 C.F.R. Section 164.514. Business Associate will not sell PHI or use or disclose PHI for purposes of marketing, as defined and proscribed in the Health Privacy Laws.
2. **Limitation on Further Use or Disclosure.** Business Associate agrees not to further use or disclose PHI or EPHI received from or on behalf of Covered Entity or created, compiled, or used by Business Associate pursuant to this BAA in a manner that would be prohibited by the Health Privacy Laws if disclosure was made by Covered Entity, or if either Business Associate or Covered Entity is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
3. **Minimum Necessary Requirement.** Business Associate agrees to limit its uses, disclosures of, and requests for PHI: (a) when practical or as Required by Law, (b) to the information making up a Limited Data Set, as defined in the Health Privacy Laws, and (c) in all other cases, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request as per 45 C.F.R. 164.502(b).
4. **Safeguarding PHI.** Business Associate agrees to implement administrative, physical, and technical safeguards that appropriately prevent use or disclosure of the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
5. **Safeguarding EPHI.** Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI it creates, receives, maintains, or transmits on behalf of Covered Entity and to comply with Subpart C of 45 C.F.R. Part 164. These safeguards include, but are not limited to, the following:
- (a) Encryption of EPHI that Business Associate stores and transmits;
  - (b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
  - (c) Use of update antivirus software;
  - (d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
  - (e) Periodic security training.
6. **Reporting of Breach.** Business Associate agrees to notify Covered Entity of any breach or improper disclosure of unsecured PHI or EPHI immediately but not later than 24 hours after becoming aware of such.
- (a) Business Associate further agrees to provide Covered Entity with the following information immediately, which shall mean within ten (10) calendar days from the date of the breach or from the date the Business Associate knew or by exercising reasonable diligence would have known the breach to have occurred:
    - (1) the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the breach;
    - (2) a brief description of what happened, including the dates the breach occurred and was discovered;
    - (3) a description of the types of unsecured protected health information that were involved in the breach;
    - (4) any steps that Covered Entity or the Individual (impacted by the Breach) should take to protect himself or herself from potential harm resulting from the breach;
    - (5) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against further Breaches;
    - (6) contact procedures for Covered Entity to ask Business Associate questions or learn additional information from Business Associate, which shall include a telephone number, an e-mail address, and postal address;
    - (7) a reproduction of the PHI or EPHI involved in the breach or improper disclosure; and



- (8) a description of whether and how the PHI or EPHI involved in the breach or improper disclosure was rendered unusable, unreadable or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If Business Associate determines that it is infeasible to reproduce the PHI or EPHI involved in the breach, Business Associate agrees to notify Covered Entity in writing of the conditions that make reproduction infeasible and any information Business Associate has regarding the PHI or EPHI involved.

- (b) Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
- (c) Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review, and control of Covered Entity.
- (d) In addition to the reporting under E.6, Business Associate shall notify Covered Entity of any breach of computerized sensitive personal information to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code.
7. **Subcontractors and Agents.** If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate agrees to obtain satisfactory assurances, which shall be written agreements or arrangements, according to the Health Privacy Laws, from the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this BAA. Business Associate agrees to obtain satisfactory assurance that any agent, including a subcontractor, agrees to implement reasonable appropriate safeguards to protect confidentiality, integrity, and availability of PHI or EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures, or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this BAA and/or the Health Privacy Laws.
8. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or EPHI by Business Associate, or by a subcontractor or agent of Business Associate, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Business Associate also agrees to inform Covered Entity in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
9. **Availability of Books and Records.** Business Associate shall, upon reasonable notice and prior written request make available during normal business hours at Business Associate's offices all records, books, agreements, internal practices, policies, and procedures relating to the use or disclosure of PHI to any and all persons or entities entitled to such information by law, in a time and manner so designated by Covered Entity or the Secretary, for purposes of determining the Covered Entity's and/or Business Associate's compliance with the Health Privacy Laws, that are not protected by an applicable legal privilege.
10. **Access of Information by Individuals.** In order for Covered Entity to respond to an Individual's request for access pursuant to 45 C.F.R. Section 164.524, Business Associate agrees to make available to Covered Entity all PHI and EPHI in Business Associate's possession or control within fifteen (15) calendar days of a written request by Covered Entity.
- In the event any Individual requests access to PHI or EPHI directly from Business Associate, Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any request, and, upon receipt of such request, to contact Covered Entity to obtain access to the individual's PHI or EPHI.
11. **Request for Amendment.** Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any request by an Individual for an amendment to the Individual's PHI or EPHI and upon receipt of such request, direct the Individual to Covered Entity to request an amendment of the Individual's PHI or EPHI. Business Associate agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to in accordance with 45 C.F.R. Section 164.526 within ten (10) calendar days of receipt of the notice to incorporate the amendment(s).
12. **Accounting of Disclosures.** Upon receipt of any request from an Individual for an accounting of disclosures made of the Individual's PHI or EPHI, Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any such request and upon receipt of such request from the Individual, direct the Individual to Covered Entity for an accounting of the disclosures of the Individual's PHI or EPHI. Business Associate agrees to make available to Covered Entity upon request, within five (5) calendar days of the request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.

**13. Documentation of Disclosures.** Business Associate agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. Section 164.528, as amended.

## **F. TERMINATION PROCEDURES**

- 1. Notice of Termination.** Upon written notice to Business Associate, Covered Entity may terminate any portion of the Agreement under which Business Associate maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Business Associate, and upon Covered Entity learning of a material breach of the BAA, Covered Entity shall either:
  - (a) provide a reasonable opportunity, not to exceed ten (10) calendar days, for Business Associate to cure the breach or end the violation; or
  - (b) immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
  - (c) if neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary and/or any other personal or entity as required by the Health Privacy Laws.
- 2. Effect of Termination.** Upon termination of this BAA for any reason, Business Associate agrees to deliver all PHI or EPHI received from Covered Entity or created, compiled, or used by Business Associate pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by Covered Entity in writing, to destroy all PHI or EPHI and retain no copies and certify to Covered Entity in writing that all PHI and EPHI not returned has been destroyed within the time frame determined by Covered Entity, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Business Associate maintains PHI or EPHI from Covered Entity in any form. If Business Associate determines that transferring or destroying the PHI or EPHI is infeasible, Business Associate agrees:
  - (a) to notify Covered Entity of the conditions that makes transfer or destruction infeasible;
  - (b) to extend the protections of this BAA to such PHI or EPHI;
  - (c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return or transfer to Covered Entity, or destruction infeasible; and
  - (d) to return or, if requested by Covered Entity, to destroy the PHI or EPHI retained by Business Associate when it becomes feasible.

## **G. AMENDMENT RELATED TO PRIVACY AND SECURITY REQUIREMENTS**

The Parties agree to take such action as is necessary to amend this BAA if Covered Entity, in its reasonable discretion, determines that amendment is necessary for Covered Entity to comply with Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Requirements.

## **H. SURVIVAL OF PRIVACY PROVISIONS**

Business Associate's obligations with regard to PHI or EPHI shall survive termination of this BAA and any underlying service agreements.

## **I. INDEMNIFICATION**

**BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, COVERED ENTITY AND ITS RESPECTIVE EMPLOYEES, DIRECTORS, OWNERS, OFFICERS, AGENTS, OR OTHER MEMBERS OF ITS WORKFORCE (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, GOVERNMENTAL FINES AND PENALTIES, AWARDS AND COSTS (INCLUDING, WITHOUT LIMITATION, COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO:**

- 1. A BREACH OF THIS BAA RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY BUSINESS ASSOCIATE; OR**
- 2. ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.**

**BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY ANY INDEMNIFIED PARTY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

## J. EQUITABLE REMEDIES

Any disclosure or misappropriation of PHI or EPHI by Business Associate in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in action for specific performance or injunction for the posting of a bond by Covered Entity.

## K. MISCELLANEOUS

1. **Notice.** Any notice which may be or is required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service and addressed as follows, or to such address as Covered Entity may subsequently designate to Business Associate in writing:

**Covered Entity**  
**President & CEO**  
**University Medical Center of El Paso**  
**4815 Alameda Avenue**  
**8<sup>th</sup> Floor**  
**El Paso, TX 79905**

**Business Associate**  
**The City of El Paso**  
**Attn: Veerinder Taneja**  
**Department of Public Health**  
**El Paso, Texas 79901**

2. **Amendments.** This BAA may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of the parties. Except as otherwise provided, the parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to achieve and maintain compliance with the requirements of the Health Privacy Laws.
3. **Severability.** The provisions of the BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.
4. **Waiver.** Failure or delay on the part of either Party to exercise any right power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either party except by in writing signed by an authorized representative of the Party making the waiver.
5. **Counterparts.** For the convenience of parties, this BAA may be executed in multiple counterparts and by different parties hereto in separate counterparts, each of which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.
6. **Headings.** The descriptive headings of the articles, sections, subsections, exhibits and schedules of this BAA are inserted for convenience only, and do not constitute a part of this BAA and shall not affect in any way the meaning or interpretation of this BAA.
7. **Entire Agreement.** This BAA, as amended from time to time, constitutes the entire agreement and understanding between the parties with respect to the services specified and agreed upon in this BAA and supersedes all prior oral or written agreements and understandings between them with respect to such services.
8. **No Third Party Beneficiaries.** Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not party to this BAA nor imposing any obligations on either Party hereto to persons not a party to this BAA.
9. **Assignment.** This BAA is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries affiliates or successor companies.





10. **Governing Law.** This BAA and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
11. **Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Health Privacy Laws and any applicable state confidentiality laws. The provisions of this BAA shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this BAA or the Health Privacy Laws.
12. **Regulatory References.** Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended, or modified.

**AGREED TO AND EXECUTED** in multiple originals, each of equal force, by duly authorized representatives of the undersigned Parties, to be effective on signature.


**COVERED ENTITY:**

**El Paso County Hospital District**  
**d/b/a University Medical Center of El Paso**

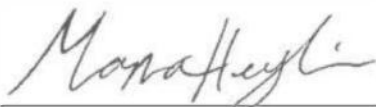
By:   
Name: R. Jacob Cintron  
Title: President & CEO  
Date Signed: 7/14/2025

  
Reviewed by Legal Department  
Daniel Collins, Attorney

**BUSINESS ASSOCIATE:**

By:   
Name: Veerinder Taneja, MBBS, MPH  
Title: Director of Public Health  
Date Signed: 05/30/25

**APPROVED AS TO FORM:**

  
Mona Heydarian,  
Assistant City Attorney